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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): January 18, 2022

SONDER HOLDINGS INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-39907**	**85-2097088**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**
101 15th Street **San Francisco, California** **(Address of principal executive offices)**		**94103** **(Zip Code)**

(617) 300-0956
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencements communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	**SOND**	**The Nasdaq Stock Market LLC**
Warrants, each whole warrant exercisable for one share of Common Stock at an exercise price of $11.50 per share	**SONDW**	**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

INTRODUCTORY NOTE

Closing of the Business Combination

On January 18, 2022 (the "Closing Date"), Sonder Holdings Inc., a Delaware corporation formerly known as Gores Metropoulos II, Inc. ("we," "us," "our" or the "Company"), consummated the previously announced Business Combination (as defined below) pursuant to that certain Agreement and Plan of Merger, dated as of April 29, 2021 (as amended by that certain Amendment No. 1 to the Agreement and Plan of Merger, dated as of October 27, 2021, by and among the parties to such agreement ("Amendment No. 1"), and as it may be further amended from time to time, the "Merger Agreement"), by and among the Company, Sunshine Merger Sub I, Inc., a Delaware corporation ("First Merger Sub") and a direct, wholly-owned subsidiary of Second Merger Sub (as defined below), Sunshine Merger Sub II, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of the Company ("Second Merger Sub"), and Sonder Operating Inc., a Delaware corporation formerly known as Sonder Holdings Inc. ("Legacy Sonder"). References to the "Company," "we", "Sonder" or analogous terms below relate to the Company after the consummation of the Business Combination, unless such reference is to Legacy Sonder or otherwise specifically indicated, or the context otherwise requires. Certain terms used in this Current Report on Form 8-K have the same meaning as set forth in the Company's proxy statement/prospectus/consent solicitation statement dated December 22, 2021 (the "Proxy Statement"), and filed by the Company with the Securities and Exchange Commission (the "SEC") on December 23, 2021.

Pursuant to the Merger Agreement, (i) First Merger Sub merged with and into Legacy Sonder, with Legacy Sonder continuing as the surviving corporation (the "First Merger"), and (ii) immediately following the First Merger and as part of the same overall transaction as the First Merger, Legacy Sonder merged with and into Second Merger Sub, with Second Merger Sub continuing as the surviving entity (the "Second Merger" and, together with the First Merger, the "Mergers" and, together with the other transactions contemplated by the Merger Agreement, the "Business Combination"). As a result of the First Merger, Second Merger Sub owned 100% of the outstanding capital stock of Legacy Sonder as the surviving corporation of the First Merger and each share of capital stock of Legacy Sonder was cancelled and converted into the right to receive the merger consideration in accordance with the terms of the Merger Agreement. As a result of the Second Merger, the Company following the Business Combination owns 100% of the outstanding interests in the surviving entity of the Second Merger (the "Surviving Entity").

The aggregate merger consideration (excluding any Earn Out Shares (as defined below)) paid to securityholders of Legacy Sonder as of immediately prior to the effective time of the First Merger (the "Legacy Sonder Securityholders") in connection with the Business Combination was approximately 190,160,300 shares of the Company's Common Stock (the "Common Stock", which term (a) with reference to the Company prior to the Business Combination and the effectiveness of the Amended and Restated Certificate of Incorporation (the "Amended and Restated Certificate of Incorporation"), means the Class A Stock and the Class F Stock, and (b) with reference to the Company from and after the effectiveness of the Amended and Restated Certificate of Incorporation and the conversion of the Class F Stock in accordance with the Amended and Restated Certificate of Incorporation, means the Common Stock, par value $0.0001 per share, of the Company). Certain of these shares of Common Stock were reserved for issuance upon (a) the exercise of Rollover Options (as defined below) and (b) the exchange of the Post-Combination Canada Exchangeable Common Shares (as defined below) corresponding to shares of Post-Combination Company Special Voting Common Stock (as defined below) issued in the Business Combination.

Pursuant to the Merger Agreement:

- holders of existing shares of Common Stock of Legacy Sonder, par value $0.000001 per share ("Legacy Sonder Common Stock") (following the conversion of each issued and outstanding share of Legacy Sonder's preferred stock and the convertible promissory notes issued by Legacy Sonder to certain purchasers pursuant to the Note Purchase Agreement, dated March 12, 2021, as amended, into shares of Legacy Sonder Common Stock prior to the effective time of the First Merger), received approximately 140,544,052 shares of the Company's Common Stock, pursuant to the Exchange Rate of 1.4686 shares for each share of Legacy Sonder Common Stock held;
- holders of existing shares of Special Voting Series AA Common Stock, par value $0.000001 per share (the "Legacy Sonder Special Voting Common Stock"), received approximately 32,296,539 shares of the newly created Post-Combination Company Special Voting Common Stock, par value $0.0001 per share (the "Post-Combination Company Special Voting Common Stock" and, together with the Company's Common Stock, the "Post-Combination Company Stock"), pursuant to the Exchange Rate of 1.4686 shares for each share of Legacy Sonder Special Voting Common Stock held;
- holders of Series AA Common Exchangeable Preferred Shares (the "Legacy Sonder Canada Exchangeable Common Shares") of Sonder Canada Inc., a corporation existing under the laws of the province of Québec ("Legacy Sonder Canada") received a new series of the same class of virtually identical Legacy Sonder Canada Exchangeable Common Shares (the "Post-Combination Canada Exchangeable Common Shares")

whose terms provide (a) for a deferral of any mandatory exchange caused by the Business Combination for a period of at least 12 months from the Closing Date, and (b) that such Post-Combination Canada Exchangeable Shares shall be exchangeable for Common Stock upon the completion of the Business Combination; and

- holders of options to purchase Legacy Sonder Common Stock (the "Legacy Sonder Stock Options") received options to acquire approximately 30,535,549 shares of Company Common Stock (the "Rollover Options"), pursuant to the Option Exchange Ratio of 1.5444 shares for each share of Legacy Sonder Stock Options held.

Following the closing of the Business Combination, the Company owns all of the issued and outstanding equity interests in Legacy Sonder and its subsidiaries, and the Legacy Sonder Securityholders hold approximately 79.7% of the Company. Following the closing of the Business Combination, the Company's Common Stock and the Company's Public Warrants (as defined below) began trading on the Nasdaq Global Select Market under the symbols "SOND" and "SONDW," respectively.

In addition to the consideration paid at the closing of the Business Combination, holders of Legacy Sonder Common Stock, Legacy Sonder Canada Exchangeable Common Shares and warrants of Legacy Sonder immediately prior to the effective time of the Business Combination may receive their pro rata share of up to an aggregate of 14,500,000 additional shares of Common Stock (the "Earn Out Shares") as consideration as a result of the Common Stock achieving certain benchmark share prices as contemplated by the Merger Agreement.

The foregoing description of the Business Combination does not purport to be complete and is qualified in its entirety by the full text of the Merger Agreement, which is attached hereto as Exhibits 2.1 and 2.2 and is incorporated herein by reference.

Closing of PIPE Investments

Pursuant to subscription agreements entered into in connection with the Merger Agreement (the "Existing Subscription Agreements"), certain investors agreed to subscribe for an aggregate of 20,000,000 newly issued shares of Class A Stock (which became Common Stock upon the effectiveness of the Amended and Restated Certificate of Incorporation) for a purchase price of $10.00 per share, or an aggregate of approximately $200 million (the "Existing PIPE Investment"). In addition, pursuant to subscription agreements entered into in connection with Amendment No.1, certain investors agreed to subscribe for an additional 11,507,074 newly issued shares of Class A Stock (which became Common Stock upon the effectiveness of the Amended and Restated Certificate of Incorporation) for a purchase price of for $8.89 per share, or an aggregate of approximately $102.3 million (the "New PIPE Investment"). In addition, concurrently with the execution of Amendment No. 1, the Company entered into a subscription agreement with Gores Metropoulos Sponsor II, LLC (the "Sponsor") whereby the Sponsor separately agreed to purchase an additional 709,711 shares of Class A Stock (which became Common Stock upon the effectiveness of the Amended and Restated Certificate of Incorporation) in a private placement for $10.00, or an aggregate of approximately $7.1 million (the "Additional Sponsor PIPE Commitment" and, together with the Existing PIPE Investment and the New PIPE Investment, the "PIPE Investment"). At the Closing, the Company consummated the PIPE Investment.

Item 1.01 Entry into a Material Definitive Agreement.

Indemnification Agreements

In connection with the consummation of the Business Combination, the Company entered into indemnification agreements with each of its directors, executive officers and certain other key employees. These indemnification agreements provide the directors, executive officers and other key employees with contractual rights to indemnification and advancement for certain expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director, executive officer or other key employee in any action or proceeding arising out of their services as one of the Company's directors, executive officers or other key employee or as a director, executive officer or other key employee of any other company or enterprise to which the person provides services at the Company's request.

Such description of the indemnification agreements does not purport to be complete and is qualified in its entirety by the full text of the Form of Indemnification Agreement, which is attached hereto as Exhibit 10.28 and incorporated herein by reference.

Registration Rights Agreement

On the Closing Date, the Company entered into Registration Rights Agreement with the Sponsor and Randall Bort, Michael Cramer and Joseph Gatto, the Company's initial independent directors (collectively, the "Initial Stockholders") and with the Legacy Sonder Stockholders who are a party to a Voting and Support Agreement (the

"Legacy Sonder Supporting Stockholders"). Pursuant to the terms of the Registration Rights Agreement, the Registration Rights Holders will be entitled to certain registration rights with respect to any (i) outstanding share of Common Stock or any warrants held by the Sponsor and issued at the date of closing of the Company's initial public offering (the "Private Placement Warrants"); (ii) shares of Common Stock issued upon the conversion of the Class F Stock and shares of Common Stock issued upon exercise of the Private Placement Warrants; (iii) shares of Common Stock issued as Earn Out Shares or issuable upon the conversion of any Earn Out Shares, in each case, held by the stockholders of Legacy Sonder party to the Registration Rights Agreement; (iv) Common Stock issued or issuable upon conversion of the Legacy Sonder Convertible Notes or upon exercise of the warrants issued pursuant to the Note Purchase Agreement, dated on or about March 12, 2021 between Legacy Sonder and the other parties thereto; and (v) any other equity security of the Company issued or issuable with respect to any such share of Common Stock referred to in the foregoing clauses "(i)" through "(iv)" by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise, in each case held by such Registration Rights Holder, subject to certain limitations set forth in the Registration Rights Agreement.

The Registration Rights Agreement provides that the Company will, within 30 days after the consummation of the Business Combination, file with the SEC a shelf registration statement registering the resale of the shares of Common Stock held by the Registration Rights Holders and will use its reasonable best efforts to have such registration statement declared effective as soon as practicable after the filing thereof, but in no event later than 60 days following the filing deadline; provided, that the effectiveness deadline will be extended to 90 days after the filing deadline if the registration statement is reviewed by, and receives comments from, the SEC. The Registration Rights Holders are each entitled to make up to two demands for registration, excluding short form demands, that the Company register shares of Common Stock held by these parties. In addition, the Registration Rights Holders have certain "piggy-back" registration rights. The Company will bear the expenses incurred in connection with the filing of any registration statements filed pursuant to the terms of the Registration Rights Agreement. The Company and the Registration Rights Holders agree in the Registration Rights Agreement to provide customary indemnification in connection with any offerings of Common Stock effected pursuant to the terms of the Registration Rights Agreement.

The foregoing summary of the Registration Rights Agreement is not complete and is qualified in its entirety by reference to the complete text of the Registration Rights Agreement as set forth in Exhibit 10.4.

Lockup Agreements

Legacy Sonder Supporting Stockholders entered into separate letters with Legacy Sonder (the "Primary Lock-Up Agreements"), pursuant to which such Legacy Sonder Supporting Stockholders agreed to be bound by restrictions on their ability to transfer such shares of Common Stock for a period of 180 days after the closing of the Business Combination; provided, if during such period the volume-weighted average price of Common Stock for 10 trading days within any 20 consecutive trading day period is at least $12.50 per share, or at least $15.00 per share, then following achievement of each such price hurdle, one-third of the shares of Common Stock owned by the Legacy Sonder Stockholder will no longer be subject to such transfer restrictions in the Primary Lock-Up Agreements (not to occur earlier than 90 days following the consummation of the Business Combination).

Legacy Sonder Stockholders who received Conversion Shares (the "Legacy Sonder Noteholders") entered into separate letters with Legacy Sonder (the "Conversion Share Lock-Up Agreements"), pursuant to which such Legacy Sonder Noteholders agreed to be bound by restrictions on the transfer of their Conversion Shares until the earlier of (i) 180 days after the consummation of the Business Combination; or (ii) the date that the resale registration statement on Form S-1 registering the PIPE Shares is declared effective by the SEC.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The disclosure set forth in the "Introductory Note" above is incorporated by reference into this Item 2.01. The material terms and conditions of the Merger Agreement are described in the Proxy Statement in the section titled "*The Merger Agreement and Related Agreements*" beginning on page 242, and that information is incorporated herein by reference.

The Merger Agreement and the Business Combination were approved by the Company's stockholders at a special meeting of the Company's stockholders held on January 14, 2022 (the "Special Meeting"). On January 18, 2022, the parties to the Merger Agreement consummated the Business Combination.

Prior to and in connection with the Special Meeting, holders of 43,343,665 shares of the Company's Class A Common Stock sold as part of units (the "Public Units") in the Company's initial public offering (the "Public Shares") exercised their right to redeem those shares for cash at a price of approximately $10.00 per share, for an aggregate of approximately $433.5 million. The per share redemption price of approximately $10.00 for public

stockholders electing redemption was paid out of the Company's Trust Account, which after taking into account the redemptions, had a balance immediately prior to the consummation of the Business Combination of $16.5 million.

Immediately after the Business Combination, the redemptions described above, the PIPE Investments and the conversion of 9,972,715 shares of Class F Stock into shares of Common Stock on a one-for-one basis, there were outstanding approximately:

- 184,389,887 shares of Common Stock;
- 32,296,539 shares of Post-Combination Company Special Voting Common Stock;
- 30,535,549 Rollover Options;
- 9,000,000 warrants originally included in Public Units (the "Public Warrants"); and
- 5,500,000 Private Placement Warrants.

FORM 10 INFORMATION

Item 2.01(f) of Form 8-K states that if the predecessor registrant was a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as the Company was immediately before the Business Combination, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. As a result of the consummation of the Business Combination, the Company has ceased to be a shell company. Accordingly, the Company is providing the information below that would be included in a Form 10 if the Company were to file a Form 10. Please note that the information provided below relates to the Company after the consummation of the Business Combination and the transactions contemplated by the Merger Agreement, unless otherwise specifically indicated or the context otherwise requires.

Cautionary Note Regarding Forward-Looking Statements

Some of the statements contained in this Current Report on Form 8-K constitute forward-looking statements within the meaning of the federal securities laws. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. These forward-looking statements include statements about future financial and operating results of the Company; benefits of the Business Combination; statements about the plans, strategies and objectives of management for future operations of the Company; statements regarding future performance; and other statements regarding the Business Combination. Forward-looking statements reflect the Company's current views with respect to, among other things, the Company's capital resources and results of operations. In some cases, you can identify these forward-looking statements by the use of terminology such as "outlook," "believes," "expects," "potential," "continues," "may," "will," "should," "could," "seeks," "approximately," "predicts," "intends," "plans," "estimates," "anticipates" or the negative version of these words or other comparable words or phrases.

The forward-looking statements contained in this Current Report on Form 8-K reflect the Company's current views about the Business Combination and future events and are subject to numerous known and unknown risks, uncertainties, assumptions and changes in circumstances that may cause its actual results to differ significantly from those expressed in any forward-looking statement. The Company does not guarantee that the transactions and events described will happen as described (or that they will happen at all). The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements:

- actual results may differ materially from our forecasts and projections;
- results could be negatively affected by changes in travel, hospitality, real estate and vacation markets;
- we may be unable to negotiate satisfactory leases or other arrangements to operate new properties, onboard new properties in a timely manner, or renew or replace existing properties on satisfactory terms or at all;
- delays in real estate development and construction projects related to our leases could adversely affect our ability to generate revenue from such leased buildings;
- newly leased properties may generate revenue later than we estimated, and may be more difficult or expensive to integrate into our operations than expected;
- our limited operating history and evolving business make it difficult to evaluate our future prospects and challenges;
- we may be unable to effectively manage our growth;

- the COVID-19 pandemic and efforts to reduce its spread have had, and will likely continue to have, a negative impact on us;
- we have a history of net losses and may not be able to achieve or maintain future profitability;
- costs relating to the opening, operation and maintenance of our leased properties could be higher than expected;
- we depend on landlords to deliver properties in a suitable condition and to manage and maintain our properties;
- long-term and fixed-cost leases limit our flexibility;
- under certain circumstances, our leases may be subject to termination prior to the scheduled expiration of the term, which can be disruptive and costly;
- we may be unable to attract new guests or generate repeat bookings;
- we may be unable to introduce upgraded amenities, services or features for our guests in a cost-efficient manner;
- we operate in the highly competitive hospitality market;
- we use third-party distribution channels to market our units, and these channels have historically accounted for a substantial percentage of our bookings;
- our results of operations vary from period-to-period, and historical performance may not be indicative of future performance;
- our long-term success depends, in part, on our ability to expand internationally, and our business is susceptible to risks associated with international operations;
- our business depends on our reputation and the strength of our brand, and any deterioration could adversely impact our market share, revenues, business, financial condition, or results of operations;
- claims, lawsuits, and other proceedings could adversely affect our business;
- we may be subject to liability or reputational damage for the activities of our guests or other incidents at our properties;
- we are subject to claims and liabilities associated with potential health and safety issues and hazardous substances at properties;
- we must attract and retain sufficient, highly skilled personnel and are subject to risks associated with the employment of hospitality personnel, including unionized labor;
- Legacy Sonder and, prior to the Business Combination, the Company identified material weaknesses in their internal control over financial reporting, and we may identify material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, which may result in material misstatements of our consolidated financial statements;
- our processing, storage, use and disclosure of personal data exposes us to risks of internal or external security breaches and could give rise to liabilities and/or damage to reputation;
- failure to comply with privacy, data protection, consumer protection, marketing and advertising laws could adversely affect us;
- we face risks related to our intellectual property;
- our business is highly regulated across multiple jurisdictions, including evolving and sometimes uncertain short-term rental regulations and tax laws, which may limit our growth or otherwise negatively affect us;
- our indebtedness and credit facilities contain financial covenants and other restrictions that may limit our operational flexibility or otherwise adversely affect our results of operations;
- the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition, and our ability to manage our growth and expand our business operations effectively following the consummation of the Business Combination;
- the volatility of the market price and liquidity of Common Stock and other securities of the Company; and
- the increasingly competitive environment in which we operate.

While forward-looking statements reflect the Company's good faith beliefs, they are not guarantees of future performance. The Company disclaims any obligation to publicly update or revise any forward-looking statement to reflect changes in underlying assumptions or factors, new information, data or methods, future events or other changes after the date of this Current Report on Form 8-K, except as required by applicable law. For a further discussion of these and other factors that could cause the Company's future results, performance or transactions to differ significantly from those expressed in any forward-looking statement, please see the section titled "*Risk Factors*." You should not place undue reliance on any forward-looking statements, which are based only on information currently available to the Company.

Business

The business of the Company is described in the Proxy Statement in the section entitled "*Information About Sonder*" beginning on page 317, and that information is incorporated herein by reference.

The Company announces material information to the public through a variety of means, including filings with the SEC, press releases, public conferences and the Company's investor relations page (https://investors.sonder.com). The Company uses these channels to communicate with investors and the public news and developments about the Company and other matters. Therefore, the Company encourages investors, the media, and others interested in the Company to review the information it makes public in these locations, as such information could be deemed to be material information.

Risk Factors

The risks associated with the Company's business and operations and the Business Combination are described in the Proxy Statement in the section titled "*Risk Factors*" beginning on page 86, and that information is incorporated herein by reference.

Financial Information

Selected Historical Financial Information

The selected historical consolidated statements of operations data of Legacy Sonder for the years ended December 31, 2020 and 2019, the historical consolidated balance sheet data as of December 31, 2020 and 2019, the selected historical condensed consolidated statements of operations data of Legacy Sonder for the three and nine months ended September 30, 2021 and 2020 and the condensed consolidated balance sheet data as of September 30, 2021 are set forth in the Proxy Statement in the section titled "*Selected Historical Financial Information of Sonder*" beginning on page 270, and that information is incorporated herein by reference.

Unaudited Consolidated Financial Statements

Legacy Sonder's unaudited interim condensed consolidated financial statements as of and for the three and nine months ended September 20, 2021 are included in the Proxy Statement beginning on page F-32, and that information is incorporated herein by reference. In the Company management's opinion, the unaudited interim condensed consolidated financial statements include all adjustments necessary to state fairly Sonder's financial position as of September 30, 2021 and the results of operations for the three and nine months ended September 30, 2021 and 2020.

These unaudited interim condensed consolidated financial statements should be read in conjunction with Legacy Sonder's audited consolidated financial statements as of and for the years ended December 31, 2020 and 2019 and the related notes thereto included in the Proxy Statement beginning on page F-63, and that information is incorporated herein by reference.

Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined financial information of the Company as of and for the nine months ended September 30, 2021, and for the year ended December 31, 2020 are included in the Proxy Statement beginning on page 271, and that information is incorporated herein by reference.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's discussion and analysis of the financial condition and results of operations of Legacy Sonder prior to the Business Combination is included in the Proxy Statement in the section titled "*Sonder Management's Discussion and Analysis of Financial Condition and Results of Operations*" beginning on page 351, and that information is incorporated herein by reference. On January 18, 2022, the Company consummated the Business Combination and received approximately $292.6 million in total cash proceeds from the trust and PIPE, net of expenses. On January 19, 2022, the Company drew down $159.3 million in indebtedness under the Delayed Draw Notes, net of

commitment fees, and issued detachable warrants to purchase 2,475,000 shares of Common Stock, each with an exercise price of $12.50 per share, to purchasers of the Delayed Draw Notes.

Properties

The properties of the Company are described in the Proxy Statement in the section titled "*Information About Sonder—Facilities and Office Space*" on page 343, and that information is incorporated herein by reference.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information known to the Company regarding the beneficial ownership of shares of our Common Stock as of January 18, 2022 by:

- each person or group of affiliated persons known to us to be the beneficial owner of more than 5% of outstanding shares of Common Stock;
- each of our named executive officers and directors; and
- all of our executive officers and directors as a group.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security, including options and warrants that are currently exercisable or exercisable within 60 days of January 18, 2022.

Percentage ownership of our voting securities is based on 216,686,426 shares of our Common Stock issued and outstanding as of January 18, 2022, and assumes that approximately 14,500,000 shares of Common Stock in potential Earn Out Shares will not be earned within 60 days of January 18, 2022 and are therefore excluded.

With respect to securities of Legacy Sonder, the following table reflects the application of the Exchange Rate of 1.4686 shares for each share of Legacy Sonder Common Stock and the Option Exchange Ratio of 1.5444 for each share issuable upon exercise of a Legacy Sonder stock option.

Unless otherwise indicated, we believe that all persons named in the table below have sole voting and investment power with respect to all of the shares beneficially owned by them. To our knowledge, no shares of Common Stock beneficially owned by any executive officer or director have been pledged as security. Unless otherwise noted, the business address of each of our directors and executive officers is c/o Sonder Holdings Inc., 101 15th Street, San Francisco, California 94103.

Name and Address of Beneficial Owners	Common Stock	
	Number of Shares	Percentage of total
Five Percent Holders		
GM Sponsor II, LLC[(1)]	12,221,554	5.6 %
Alec Gores[(2)]	20,031,178	9.1 %
Entities affiliated with Fidelity[(3)]	19,710,794	9.1 %
Entities affiliated with Greenoaks[(4)]	15,861,640	7.3 %
Entities affiliated with Westcap[(5)]	17,365,882	8.0 %
Entities affiliated with Spark Capital[(6)]	14,678,559	6.8 %
Directors and Named Executive Officers of the Company		
Francis Davidson[(7)]	10,789,154	5.0 %
Sanjay Banker[(8)]	2,170,779	1.0 %
Philip Rothenberg[(9)]	761,601	*
Manon Brouillette[(10)]	92,503	*
Nabeel Hyatt[(6)]	14,678,559	6.8 %
Frits Dirk van Paasschen[(11)]	187,236	*
Janice Sears[(12)]	—	*
Gilda Perez-Alvarado [(13)]	—	*
All executive officers and directors of the Company as a group (11 persons)[(13)]	29,886,255	13.5 %

_____

* Less than 1%.

(1) Represents shares held by GM Sponsor II, LLC, consisting of 9,471,554 shares of Common Stock and 2,750,000 warrants exercisable for shares of Common Stock. As described in note 2 below, voting and disposition decisions with respect to such securities are made by Alec Gores. Mr. Gores disclaims beneficial ownership of these securities except to the extent of any pecuniary interest therein. The principal business address of GM Sponsor II, LLC is 6260 Lookout Road, Boulder, Colorado 80301.

(2) Represents shares held by GM Sponsor II, LLC, as described in note 1 above, as well as shares held by Gores PIPE, LLC. AEG Holdings, LLC is the managing member of each of GM Sponsor II, LLC and Gores PIPE, LLC. Alec Gores is the managing member of AEG Holdings, LLC. Accordingly, each of AEG Holdings, LLC and Mr. Gores may be deemed beneficially to own 20,031,178 shares of Common Stock, consisting of (a) 9,471,554 shares of Common Stock and 2,750,000 warrants exercisable for shares of Common Stock owned by GM Sponsor II, LLC and (b) 7,809,624 shares of Common Stock owned by Gores PIPE, LLC. Voting and disposition decisions with respect to such securities are made by Mr. Gores. Mr. Gores disclaims beneficial ownership of those securities except to the extent of any pecuniary interest therein. The principal business address of each of AEG Holdings, LLC and Mr. Gores is 6260 Lookout Road, Boulder, Colorado 80301.

(3) Consists of (i) 182,994 shares of Common Stock held by FIAM Target Date Blue Chip Growth Commingled Pool, (ii) 1,702,335 shares of Common Stock held by Fidelity Advisor Series I: Fidelity Advisor Growth Opportunities Fund, (iii) 109,192 shares of Common Stock held by Fidelity Advisor Series I: Fidelity Advisor Series Growth Opportunities Fund, (iv) 95,851 shares of Common Stock held by Fidelity Blue Chip Growth Commingled Pool, (v) 44,198 shares of Common Stock held by Fidelity Blue Chip Growth Institutional Trust, (vi) 6,213,137 shares of Common Stock held by Fidelity Growth Company Commingled Pool, (vii) 764,975 shares of Common Stock held by Fidelity Mt. Vernon Street Trust: Fidelity Growth Company K6 Fund, (viii) 6,070,291 shares of Common Stock held by Fidelity Mt. Vernon Street Trust: Fidelity Growth Company Fund, (ix) 1,511,372 shares of Common Stock held by Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund, (x) 2,399,467 shares of Common Stock held by Fidelity Securities Fund: Fidelity Blue Chip Growth Fund, (xi) 240,025 shares of Common Stock held by Fidelity Securities Fund: Fidelity Blue Chip Growth K6 Fund, (xii) 4,282 shares of Common Stock held by Fidelity Securities Fund: Fidelity Flex Large Cap Growth Fund, (xiii) 280,553 shares of Common Stock held by Variable Insurance Products Fund III: Growth Opportunities Portfolio, (xiv) 16,388 shares of Common Stock held by Fidelity NorthStar Fund - Sub D, (xv) 5,901 shares of Common Stock held by Fidelity U.S. Growth Opportunities Investment Trust and (xvi) 69,833 shares of Common Stock held by Fidelity Securities Fund: Fidelity Series Blue Chip Growth Fund (collectively referred to as the "Fidelity Entities"). These accounts are managed by direct or indirect subsidiaries of FMR LLC. Abigail P. Johnson is a director, the Chairman, the chief executive officer and president of FMR LLC. Members of the Johnson family, including Abigail P. Johnson, are the predominant owners, directly or through trusts, of Series B voting common shares of FMR LLC, representing 49% of the voting power of FMR LLC. The Johnson family group and all other Series B shareholders have entered into a shareholders' voting agreement under which all Series B voting common shares will be voted in accordance with the majority vote of Series B voting common shares. Accordingly, through their ownership of voting common shares and the execution of the shareholders' voting agreement, members of the Johnson family may be deemed, under the Investment Company Act of 1940 to form a controlling group with respect to FMR LLC. Neither FMR LLC nor Abigail P. Johnson has the sole power to vote or direct the voting of the shares owned by the various investment companies registered under the Investment Company Act (the "Fidelity Funds") advised by Fidelity Management & Research Company, LLC ("FMR Co."), a wholly owned subsidiary of FMR

LLC, which power resides with the Fidelity Funds' Board of Trustees. FMR Co. carries out the voting of the shares under written guidelines established by the Fidelity Funds' Board of Trustees. The business address of the Fidelity Entities is 245 Summer Street, Boston, Massachusetts 02210.

(4) Consists of (i) 1,399,199 shares of Common Stock held by Greenoaks Capital MS LP- Hovick Tunnel Series, (ii) 2,332,871 shares of Common Stock held by Greenoaks Capital MS LP- Vauxhall Series and (iii) 12,129,570 shares of Common Stock held by Greenoaks Capital Opportunities Fund, L.P (collectively referred to as the "Greenoaks Entities"). Greenoaks Capital MS Management LLC - Hovick Tunnel Series is the general partner of Greenoaks Capital MS LP- Hovick Tunnel Series, and Greenoaks Capital MS Management LLC - Vauxhall Series is the general partner of Greenoaks Capital MS LP- Vauxhall Series. Greenoaks Capital (TTGP), Ltd. is the general partner of Greenoaks Capital (MTGP), L.P., which is the general partner of Greenoaks Capital Opportunities Fund, L.P. Benjamin Peretz and Neil Mehta are the managing members of Greenoaks Capital MS Management LLC - Hovick Tunnel Series and Greenoaks Capital MS Management LLC - Vauxhall Series and the directors of Greenoaks Capital (TTGP), Ltd. Mr. Peretz and Mr. Mehta may be deemed to hold voting and investment control over the shares held by the Greenoaks Entities. Mr. Peretz and Mr. Mehta disclaim beneficial ownership of the shares except to the extent of their pecuniary interest therein, if any. The business address of the Greenoaks Entities is 535 Pacific Ave., 4th Floor, San Francisco, California 94133.

(5) Consists of (i) 145,805 shares of Common Stock, held by WestCap Investment Partners, LLC, (ii) 6,576,241 shares of Common Stock held by WestCap SNDR, LLC, (iii) 5,671,367 shares of Common Stock held by WestCap Sonder 2020-A, LLC, (iv) 1,266,244 shares of Common Stock held by WestCap Sonder 2020-B, LLC, (v) 2,798,401 shares of Common Stock held by SNDR Strategic Investments 2019, LLC and (vi) 907,824 shares of Common Stock held by WestCap Sonder Convert Co-Invest 2021, LLC (collectively referred to as the "WestCap Entities"). WestCap Management, LLC is the managing member of each of WestCap Investment Partners, LLC, WestCap SNDR, LLC, SNDR Strategic Investments 2019, LLC, and WestCap Sonder 2020-B, LLC. WestCap Strategic Operator Fund GP, Limited is the general partner of WestCap Strategic Operator Fund, L.P., which is the managing member of WestCap Sonder 2020-A, LLC. Laurence A. Tosi is the managing member of WestCap Management, LLC and the director of WestCap Strategic Operator Fund GP, Limited. Mr. Tosi may be deemed to hold voting and investment control over the shares held by the WestCap Entities. Mr. Tosi disclaims beneficial ownership of the shares except to the extent of his pecuniary interest therein, if any. The business address of the WestCap Entities is 590 Pacific Ave., San Francisco, California 94133.

(6) Consists of (i) 143,810 shares of Common Stock held by Spark Capital Founders' Fund IV, L.P. and (ii) 14,534,749 shares of Common Stock held by Spark Capital IV, L.P. (collectively referred to as the "Spark Entities"). Spark Management Partners IV, LLC is the general partner of each of the Spark Entities. Each of Santo Politi, Bijan Sabet, Paul Conway and Alex Finkelstein is a managing member of Spark Management Partners IV, LLC, which makes all voting and investment decisions for the Spark Entities through the vote of such managing members. Nabeel Hyatt, a general partner of Spark Capital, is a member of the Board of Directors of the Company. Mr. Hyatt disclaims beneficial ownership of the shares held by the Spark Entities except to the extent of his pecuniary interest therein. The business address of the Spark Entities is 137 Newbury St., 8th Floor, Boston, Massachusetts 02116.

(7) Consists of (a) 3,367,772 shares of Common Stock held beneficially by Mr. Davidson, of which (i) 1,498,851 shares are subject to a Company repurchase right that will terminate if Sonder achieves a market capitalization target of $5,000,000,000 on or prior to November 15, 2026 and (ii) 678,418 shares (as of within 60 days of January 18, 2022) subject to vesting based on Mr. Davidson's continued employment, at the original exercise price per share, and (b) 7,421,382 shares of Special Voting Common Stock. Includes the effect of Mr. Davidson's sale of 1,829,268 shares of Common Stock to certain purchasers on January 21, 2022 pursuant to a stock transfer agreement entered into with such purchasers in April 2021. Mr.Davidson's beneficial ownership percentage is rounded up from 4.98%.

(8) Consists of 2,170,779 shares of Common Stock subject to outstanding options which are exercisable within 60 days of January 18, 2022.

(9) Consists of 761,601 shares of Common Stock subject to outstanding options which are exercisable within 60 days of January 18, 2022.

(10) Consists of 92,503 shares of Common Stock subject to outstanding options which are exercisable within 60 days of January 18, 2022.

(11) Consists of (a) 69,959 shares of Common Stock held directly by Mr. van Paasschen and (b) 117,277 shares of Common Stock subject to outstanding options which are exercisable within 60 days of January 18, 2022.

(12) Upon Ms. Sears's election to the Sonder Board of Directors, effective August 10, 2021, Ms. Sears was granted a restricted stock unit award of 35,236 shares of Common Stock, of which one-third of the shares vest annually.

(13) Upon Ms. Perez-Alvarado's election to the Sonder Board of Directors, effective September 21, 2021, Ms. Perez-Alvarado was granted a restricted stock unit award of 36,998 shares of Common Stock, of which one-third of the shares vest annually.

(14) Includes 4,297,183 shares subject to outstanding options which are exercisable within 60 days of January 18, 2022.

Directors and Executive Officers

Information with respect to the Company's directors and executive officers after the Business Combination is included in the Proxy Statement in the section titled "*Management of the Post-Combination Company*" beginning on page 382, and that information is incorporated herein by reference.

Executive Compensation

This section discusses the material components of the executive compensation program for the Company's named executive officers who appear in the "2021 Summary Compensation Table" below. In 2021, the "named executive officers" and their positions with the Company were as follows:

- Francis Davidson, Chief Executive Officer;
- Sanjay Banker, President and Chief Financial Officer; and
- Philip Rothenberg, General Counsel and Secretary.

This discussion may contain forward-looking statements that are based on the Company's current plans, considerations, expectations and determinations regarding future compensation programs. Actual compensation programs that the Company adopts may differ materially from the currently planned programs summarized in this discussion.

2021 Summary Compensation Table

The following table sets forth information regarding the compensation reportable for Sonder's named executive officers for the years ended December 31, 2020 and December 31, 2021, except in the case of Mr. Rothenberg who was not a named executive officer in the year ended December 31, 2020.

Name and Principal Position	Year	Salary ($)[1]	Bonus ($)[2]	Stock Awards ($)	Option Awards ($)[3]	All Other Compensation ($)	Total ($)
Francis Davidson, Chief Executive Officer	2021	$360,000	$0	$0	$2,969,940	$0	$3,329,940
	2020	$180,493	$0	$0	$0	$0	$180,493
Sanjay Banker, President and Chief Financial Officer	2021	$465,461	$0	$0	$45,825	$0	$511,286
	2020	$345,731	$108,219	$0	$2,513,500	$0	$2,967,450
Philip Rothenberg, General Counsel and Secretary	2021	$306,252	$60,000	$0	$1,154,408	$0	$1,520,660

(1) Salaries for each fiscal year reflect base salary amounts earned by the executive officers in the applicable fiscal year, including, with respect to fiscal year 2020, COVID-19 related salary reductions in effect for all named executive officers from March 29, 2020 until September 27, 2020.

(2) Bonus amounts for each fiscal year reflect the discretionary bonus amounts earned by the executive officers in the applicable fiscal year. Mr. Banker's discretionary bonus for fiscal year 2020 was paid in a lump sum in January 2021. Mr. Rothenberg's discretionary bonus for fiscal year 2021 was paid in a lump sum in December 2021.

(3) The amounts in this column represent the aggregate grant-date fair value of awards granted to each named executive officer in 2020 and 2021, computed in accordance with the Financial Accounting Standards Board's (FASB) Accounting Standards Codification (ASC) Topic 718. See Note 14. Stockholders' Deficit to the audited consolidated financial statements of Legacy Sonder for the year ended December 31, 2020 and 2019 as noted in Item 9.01 below for a discussion of the assumptions made by Sonder in determining the grant-date fair value of Sonder's equity awards.

Equity Awards at 2021 Year End

The following table presents information regarding outstanding equity awards held by Sonder's named executive officers as of December 31, 2021, after application of the Option Exchange Ratio of 1.5444 (for option awards) and the Exchange Rate of 1.4686 shares for each share of Legacy Sonder Common Stock held (for stock awards).

	Option Awards					Stock Awards		
Name	Number of Securities Underlying Unexercised Options Exercisable (#)(1)	Number of Securities Underlying Unexercised Options Unexercisable (#)		Option Exercise Price ($)(2)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)		Market Value of Shares or Units of Stock That Have Not Vested ($)(3)
Francis Davidson	-	4,728,635	(4)	$ 6.09	2/15/2031	2,331,545	(5)	$19,188,615
Sanjay Banker	1,565,564	521,855.0	(6)	1.39	1/28/2029	—		—
	2,009	0	(7)	3.00	6/18/2030	—		—
	418,274	1,126,125	(8)	2.93	11/5/2030	—		—
	722	10,860	(9)	8.23	11/11/2031	—		—
Philip Rothenberg	619,877	163,133	(10)	1.39	1/28/2029	—		—
	1,621	0	(11)	3.00	6/18/2030	—		—
	338	433	(12)	3.00	6/18/2030	—		—
	6,274	16,891	(13)	2.93	11/5/2030	—		—
	8,506	32,342	(14)	6.09	2/19/2031	—		—
	57,924	173,735	(15)	8.79	8/9/2031	—		—
	722	10,860	(16)	8.23	11/11/2031	—		—

(1) All stock options granted prior to 2020 were granted pursuant to the Sonder Canada Inc. Stock Option Plan. All stock options granted in 2020 and 2021 were granted pursuant to the Legacy Sonder 2019 Equity Incentive Plan (the "2019 Plan").
(2) This column represents the fair market value of a share of Sonder common stock on the date of the grant, as determined by the Sonder Board, as adjusted by the Option Exchange Ratio.
(3) The amounts in this column represent the aggregate grant-date fair value of awards granted to each named executive officer, computed in accordance with the FASB's ASC Topic 718. See Note 14. Stockholders' Deficit to the audited consolidated financial statements of Legacy Sonder for the year ended December 31, 2020 and 2019 as noted in Item 9.01 below for a discussion of the assumptions made by Sonder in determining the grant-date fair value of Sonder's equity awards.
(4) Represents an option to purchase stock granted on February 19, 2021 subject to performance-based vesting conditions. Subject to Mr. Davidson remaining an employee through the applicable measurement date, the shares subject to the option will vest in three equal tranches if Sonder achieves certain market capitalization targets prior to December 31, 2023, December 31, 2024, and December 31, 2025, respectively. If an applicable market capitalization target is not achieved by the applicable deadline date, the shares subject to such target will be forfeited at no cost to Sonder. The market value targets may be equitably adjusted for any capitalization adjustments pursuant to the 2019 Plan as determined by our board of directors in its sole and absolute discretion.
(5) Represents 832,694 shares subject to a service-based vesting condition, and 1,498,851 shares subject to performance-based vesting conditions. These shares were issued upon the exercise of an option granted on November 15, 2019, which was fully exercised for 8,243,677 shares by Mr. Davidson on December 2, 2019 through the issuance of a promissory note to Sonder in the amount of $24.6 million. On January 14, 2022, Legacy Sonder repurchased 1,855,938 shares of Common Stock of Legacy Sonder held by Mr. Davidson (the equivalent of 2,725,630 shares of our Common Stock after applying the Exchange Rate), and the proceeds of such sale were used to completely extinguish Mr. Davidson's promissory note to the Company, which had a total principal and accrued interest amount of $25,704,735.34 as of the date of the transaction. 2,997,701 of the shares subject to the award vest in 72 equal monthly installments starting on October 1, 2017, generally subject to Mr. Davidson's continued employment through each applicable vesting date. 5,245,976 shares subject to the award vest upon the achievement of performance-based vesting conditions: 2,248,275 shares vest upon a liquidity event, 1,498,850 shares vest upon a financing event, and 1,498,850 shares vest if Sonder achieves a market capitalization target of $5,000,000,000 on or prior to November 15, 2026, subject to Mr. Davidson remaining an employee through such vesting date. The shares subject to the liquidity event vesting condition and financing event vesting condition vested in February 2021. This award is subject to certain acceleration benefits pursuant to the underlying option agreement as described below under "Potential Payments Upon Termination or Change of Control".
(6) Represents an option to purchase common stock granted on January 28, 2019, which vested 25% on January 28, 2020 and vests in equal monthly installments over a period of 36 months thereafter, generally subject to Mr. Banker's continued employment through each applicable vesting date. This option is subject to certain acceleration benefits pursuant to Mr. Banker's offer letter as described below under "*Named Executive Officer Employment Arrangements – Sanjay Banker*".
(7) Represents an option to purchase common stock granted on June 18, 2020, which vested 100% on the grant date.
(8) Represents an option to purchase common stock granted on November 5, 2020, in connection with Mr. Banker's appointment to President, which vests 25% on November 5, 2021 and thereafter vests in equal monthly installments over a period of 36 months.
(9) Represents an option to purchase common stock granted on November 11, 2021, which vests in equal monthly installments over a period of 48 months.
(10) Represents an option to purchase common stock granted on January 28, 2019, which vested 25% on November 5, 2019 and thereafter vests in equal monthly installments over a period of 36 months.
(11) Represents an option to purchase common stock granted on June 18, 2020, which vested 100% on the grant date.
(12) Represents an option to purchase common stock granted on June 18, 2020, which vested 25% on March 23, 2021 and thereafter vests in equal monthly installments over a period of 36 months.

(13) Represents an option to purchase common stock granted on November 5, 2020, which vested 25% on November 5, 2021 and thereafter vests in equal monthly installments over a period of 36 months.
(14) Represents an option to purchase common stock granted on February 19, 2021, which vests 1/48th starting on March 1, 2021 in equal monthly installments over a period of 48 months.
(15) Represents an option to purchase common stock granted on August 9, 2021, which vests 1/24th starting on July 1, 2021 in equal monthly installments over a period of 24 months.
(16) Represents an option to purchase common stock granted on November 11, 2021, which vests 1/48th starting on October 1, 2021 in equal monthly installments over a period of 48 months.

Named Executive Officer Employment Arrangements

Sonder entered into confirmatory offer letters setting forth the terms and conditions of employment for each of Sonder's named executive officers, as described below.

Francis Davidson

Sonder entered into a confirmatory offer letter with Mr. Davidson, its Chief Executive Officer, on September 14, 2021. Mr. Davidson's offer letter provides for an annual base salary and eligibility to participate in Sonder's employee benefit plans. As of September 14, 2022, Mr. Davidson's annual base salary is $360,000.

Sanjay Banker

Sonder entered into a confirmatory offer letter with Mr. Banker, its President and Chief Financial Officer, on September 14, 2021. Mr. Banker's offer letter provides for an annual base salary and eligibility to participate in Sonder's employee benefit plans. As of September 14, 2021, Mr. Banker's annual base salary is $473,680.

Mr. Banker's confirmatory offer letter provides that any stock options granted to him by Sonder will be subject to a four year post-termination exercise period (provided that no option will be exercisable after its term/expiration date, and an option may be subject to earlier termination as required by the applicable equity plan under which it is granted).

Mr. Banker's confirmatory offer letter provides for certain equity acceleration benefits, as described below under "*Potential Payments upon Termination or Change of Control—Sanjay Banker*".

Phil Rothenberg

Sonder entered into an employment agreement with Mr. Rothenberg, its General Counsel and Secretary, which was effective on November 5, 2018. Mr. Rothenberg's offer letter provides for an annual base salary and eligibility to participate in Sonder's employee benefit plans. As of September 12, 2021, Mr. Rothenberg's annual base salary is $316,748.

Potential Payments upon Termination or Change of Control *Francis Davidson*

Mr. Davidson's stock option agreement underlying his option granted in November 2019 to purchase 8,243,677 shares of Sonder common stock (reflects the application of the Exchange Rate of 1.4686 because this option had been early exercised by Mr. Davidson prior to the completion of the Business Combination) (the "Davidson 2019 Option Agreement") provides that, (i) if Mr. Davidson's employment is terminated outside of the one year period following a "liquidity event" (as defined in the Davidson 2019 Option Agreement) or an "initial public offering" (as defined in the Davidson 2019 Option Agreement) by Sonder or a related entity other than for "cause" (as defined in the Davidson 2019 Option Agreement), death or disability, or by Mr. Davidson for "good reason" (as defined in the Davidson 2019 Option Agreement), one sixth (1/6) of the 2,997,701 shares (reflects the application of the Exchange Rate of 1.4686 because this option had been early exercised by Mr. Davidson prior to the completion of the Business Combination) subject to time-based vesting under the Davidson 2019 Option Agreement (the "Davidson Time-Based Shares"), or such lesser number of Davidson Time-Based Shares as then remain outstanding and unvested, will fully vest, and (ii) if Mr. Davidson's employment is terminated within the one year period following a liquidity event or an initial public offering by Sonder or a related entity other than for cause, death or disability, or by Mr. Davidson for good reason, 100% of then outstanding and unvested Davidson Time-Based Shares will fully vest.

Sanjay Banker

Mr. Banker's stock option agreement underlying his option granted in January 2019 to purchase 2,087,420 shares of Sonder's common stock (after applying the Option Exchange Ratio of 1.5444) with a four year post-termination exercise period (the "Banker Option Agreement") provides that if, prior to a "change in control" (as defined in the Banker Option Agreement), and after the one-year anniversary of the date of grant of the option, Mr. Banker's employment is terminated other than for "cause" (as defined in the Banker Option Agreement) or Mr. Banker resigns for "good reason" (as defined in the Banker Option Agreement), and Mr. Banker executes a release of claims in the form prescribed by Sonder on or before the date specified in such release, 25% of all then outstanding

unvested shares subject to Mr. Banker's option will vest and become fully exercisable. Additionally, if, within the 12 month period following consummation of a change in control, Mr. Banker's employment is terminated other than for cause or Mr. Banker resigns for good reason, and Mr. Banker executes a release of claims in the form prescribed by Sonder on or before the date specified in such release, 100% of all then outstanding unvested shares subject to Mr. Banker's option will vest and become fully exercisable.

Mr. Banker's confirmatory offer letter provides that if Mr. Banker's employment is terminated without "cause" (as defined in the offer letter, but excluding death or disability) or Mr. Banker resigns for "good reason" (as defined in the offer letter), and Mr. Banker executes a release of claims in the form prescribed by Sonder that becomes effective and irrevocable within 60 days following his qualifying termination, 25% of all then unvested shares subject to each of Mr. Banker's outstanding Sonder equity awards will accelerate and fully vest.

Sonder Executive Officer Severance Plan

The Legacy Sonder board of directors (the "Legacy Sonder Board") approved the Key Executive Change in Control and Severance Plan (the "Severance Plan"), effective as of October 7, 2021, which is attached hereto as Exhibit 10.14 and incorporated herein by reference. Each of Sonder's named executive officers participates in the Severance Plan.

Pursuant to the Severance Plan, if, within the three month period prior to or the 12 month period following a "change in control" (as defined in the Severance Plan) (such period, the "Change in Control Period"), Sonder terminates the employment of an executive other than for "cause," death or disability, or the executive resigns for "good reason" (as such terms are defined in the Severance Plan), and within 60 days following such termination, the executive executes a waiver and release of claims in Sonder's favor in a form specified by Sonder that becomes effective and irrevocable, the executive will be entitled to receive (i) a lump sum payment equal to, with respect to Mr. Davidson, 200%, and with respect to Messrs. Banker and Rothenberg, 100% of the executive's then current annual base salary, (ii) a lump sum payment equal to, with respect to Mr. Davidson, 200%, and with respect to Messrs. Banker and Rothenberg, 100%, of the executive's target annual bonus amount for the fiscal year of termination or, if no target annual cash bonus has been set for such year, then the target annual cash bonus amount, if any, the executive was entitled to receive for the immediately prior fiscal year (provided that such lump sum payment will not be made if Sonder does not maintain a bonus plan in the applicable year of termination), (iii) if the executive or any of the executive's eligible dependent family members have qualifying health coverage, a lump sum payment equal to, with respect to Mr. Davidson, 24 months, and with respect to Messrs. Banker and Rothenberg, 12 months of the applicable monthly premiums to maintain group health insurance continuation benefits pursuant to COBRA, and (iv) vesting acceleration as to 100% of the then-unvested shares subject to each of the executive's then outstanding equity awards (and in the case of awards with performance vesting, all performance goals and other vesting criteria will be deemed achieved at target levels of achievement), and any accelerated stock options may be exercised until the earlier of up to two years after the date of acceleration or the expiration date of the option.

Pursuant to the Severance Plan, if, outside of the Change in Control Period, Sonder terminates the employment of an executive other than for cause, death or disability, or the executive resigns for good reason, and within 60 days following such termination, the executive executes a waiver and release of claims in Sonder's favor in a form specified by Sonder that becomes effective and irrevocable, the executive will be entitled to receive (i) a lump sum payment equal to, with respect to Mr. Davidson, 200%, and with respect to Messrs. Banker and Rothenberg, 100% of the executive's then current annual base salary, (ii) a lump sum payment equal to, with respect to Mr. Davidson, 200%, and with respect to Messrs. Banker and Rothenberg, 100% of the executive's target annual bonus amount for the fiscal year of termination or, if no target annual cash bonus has been set for such year, then the target annual cash bonus amount, if any, the executive was entitled to receive for the immediately prior fiscal year (provided that such lump sum payment will not be made if Sonder does not maintain a bonus plan in the applicable year of termination), and (iii) if the executive or any of the executive's eligible dependent family members have qualifying health coverage, a lump sum payment equal to, with respect to Mr. Davidson, 24 months, and with respect to Messrs. Banker and Rothenberg, 12 months of the applicable monthly premiums to maintain group health insurance continuation benefits pursuant to COBRA, and (iv) the Compensation Committee of the Sonder Board or the Sonder Board will have the power, in its sole discretion, to accelerate and vest any or all of the executive's then outstanding equity awards, and/or to extend the post-termination exercise period of any or all of the executive's then-outstanding stock options.

The Severance Plan will be administered by the Compensation Committee of the Sonder Board. The administrator will reduce the severance benefits of any executive under the Severance Plan by any other statutory severance obligations or contractual severance benefits (including pursuant to any offer letter or employment agreement in effect between Sonder and the executive), obligations for pay in lieu of notice, and any other similar benefits payable to an executive by Sonder or the parent or subsidiary of Sonder employing the executive that are due in connection with the executive's qualifying termination and that are in the same form as the severance benefits provided under the Severance Plan.

Pursuant to the Severance Plan, in the event any payment to an executive would be subject to the excise tax imposed by Section 4999 of the U.S. Internal Revenue Code of 1986, as amended (the "U.S. Tax Code") (as a result of a payment being classified as a parachute payment under Section 280G of the U.S. Tax Code), except as otherwise expressly provided in an agreement between such executive and Sonder, the executive will receive such payment as would entitle the executive to receive the greatest after-tax benefit, even if it means that Sonder pays the executive a lower aggregate payment so as to minimize or eliminate the potential excise tax imposed by Section 4999 of the U.S. Tax Code.

Director Compensation

2021 Director Compensation Table

Prior to the Closing, Legacy Sonder did not maintain a formal policy with respect to compensation payable to its non-employee directors. Legacy Sonder reimbursed directors for expenses associated with attending meetings of the Legacy Sonder Board and its committees.

The following table sets forth information concerning the compensation of the Legacy Sonder non-employee directors for the year ended December 31, 2021, after application of the Exchange Rate of 1.4686 shares for each share of Legacy Sonder Common Stock held (for stock awards).

Name	Fees Earned or Paid in Cash ($)[1]	Stock Awards ($)[2][3]	Total ($)
Frits van Paasschen	$60,000	$0	$60,000
Manon Brouillette	$65,000	$0	$65,000
Janice Sears	$0	$325,440	$325,440
Gilda Perez-Alvarado	$0	$320,292	$320,292
All other non-employee directors[4]	$0	$0	$0

(1) Amounts shown in this column reflect the cash annual retainer fees earned for 2021.
(2) Amounts shown in this column represent the grant date fair value, calculated in accordance with FASB ASC Topic 718, of the time-based restricted stock units granted to Legacy Sonder's non-employee directors. For a summary of the assumptions used in the valuation of these awards, please see See Note 14. Stockholders' Deficit to the audited consolidated financial statements of Legacy Sonder for the years ended December 31, 2020 and 2019 as noted in Item 9.01 below for a discussion of the assumptions made by Sonder in determining the grant-date fair value of Legacy Sonder's equity awards.
(3) As of December 31, 2021, Ms. Sears held restricted stock units covering 35,246 shares of Sonder common stock (after application of the Exchange Rate of 1.4686 shares for each share of Legacy Sonder Common Stock held (for stock awards)), and Ms.Perez-Alvarado held restricted stock units covering 37,008 shares of Sonder common stock (after application of the Exchange Rate of 1.4686 shares for each share of Legacy Sonder Common Stock held (for stock awards)). Ms. Sears' restricted stock units were granted under the 2019 Plan on August 9, 2021, and shall vest in equal annual installments over a period of three years following the date of grant, subject to Ms. Sears remaining a non-employee director through each vesting date. Ms. Perez-Alvarado's restricted stock units were granted under the 2019 Plan on November 11, 2021, and shall vest in equal annual installments over a period of three years following the date of grant, subject to Ms. Perez-Alvarado remaining a non-employee director through each vesting date.
(4) All Other Non-Employee Directors include Nabeel Hyatt, Neil Mehta (through April 2021), Vivek Pattipati (through November 2021), and Laurence Tosi (through March 2021).

Directors who are also our employees receive no additional compensation for their service as directors. Mr. Davidson was an employee director of Legacy Sonder during 2021. See the section titled "*Executive Compensation*" for additional information about Mr. Davidson's compensation.

Outside Director Compensation Policy

The Board adopted a compensation policy that governs the cash and equity compensation for our non-employee directors, which became effective on the Closing, or the "Outside Director Compensation Policy." The Outside Director Compensation Policy was developed with input from an independent compensation consultant regarding practices and compensation levels at comparable companies. It is designed to attract, retain, and reward non-employee directors. Under the Outside Director Compensation Policy, each of our non-employee directors receives the cash and equity compensation for services described below. We will also continue to reimburse our non-employee directors for reasonable, customary, and documented travel expenses to Board or committee meetings.

The Outside Director Compensation Policy includes a maximum annual limit of $750,000 of cash retainers or fees and equity awards that may be paid, issued, or granted to a non-employee director in any fiscal year, increased to $1,000,000 in an individual's first year of service as a non-employee director. For purposes of this limitation, the value of equity awards is based on the grant date fair value (determined in accordance with GAAP). Any cash compensation paid or equity awards granted to a person for their services as an employee, or for their services as a consultant (other than as a non-employee director), does not count for purposes of the limitation. The maximum

limit does not reflect the intended size of any potential compensation or equity awards to our non-employee directors.

Cash Compensation

Our non-employee directors are entitled to receive the following cash compensation for their services under the Outside Director Compensation Policy:

- $35,000 per year for service as a board member;
- $15,000 per year for service as a lead independent director;
- $20,000 per year for service as chair of the audit committee;
- $10,000 per year for service as a member of the audit committee;
- $12,000 per year for service as chair of the compensation committee;
- $6,000 per year for service as a member of the compensation committee;
- $8,000 per year for service as chair of the nominating, corporate governance, and social responsibility committee; and
- $4,000 per year for service as a member of the nominating, corporate governance, and social responsibility committee.

Under the Outside Director Compensation Policy, each non-employee director who serves as the chair of a committee is entitled to receive only the additional annual cash fee as the chair of the committee, and not the annual fee as a member of the committee, provided that each non-employee director who serves as the lead independent director is entitled to receive the annual fee for service as a board member and an additional annual fee as the lead independent director. All cash payments to non-employee directors are paid by us quarterly in arrears on a pro-rated basis.

Equity Compensation

Initial Award

Each person who first becomes a non-employee director after the effective date of the policy will receive, on the first trading date on or after the date on which the person first becomes a non-employee director, or the Initial Start Date, an initial award of restricted stock units, or the Initial Award, covering a number of shares of our common stock having a grant date fair value (determined in accordance with GAAP) equal to $320,000; provided that any resulting fraction will be rounded down to the nearest whole share. The Initial Award will vest as follows: one-third of the shares subject to the Initial Award will be scheduled to vest each year following the Initial Start Date on the same day of the month as the Initial Start Date (or, if there is no corresponding day in a particular month, then the last day of that month), in each case subject to the non-employee director continuing to be a non-employee director through the applicable vesting date. If the person was a member of the Board and also an employee, becoming a non-employee director due to termination of employment will not entitle them to an Initial Award.

Annual Award

Each non-employee director, other than the excluded directors, automatically will receive, on the date of each annual meeting of our stockholders following the effective date of the policy, an annual award of restricted stock units, or an Annual Award, covering a number of shares of our common stock having a grant date fair value (determined in accordance with GAAP) of $160,000; provided that the first annual award granted to an individual who first becomes a non-employee director following the effective date of the policy will have a grant date fair value equal to the product of (A) $160,000 multiplied by (B) a fraction, (i) the numerator of which is equal to the number of fully completed days between the non-employee director's initial start date and the date of the first annual meeting of our stockholders to occur after such individual first becomes a non-employee director, and (ii) the denominator of which is 365; and provided further that any resulting fraction will be rounded down to the nearest whole share. Each Annual Award will be scheduled to vest in full on the earlier of (i) the one-year anniversary of the grant date or (ii) the date of the next annual meeting of our stockholders following the grant date, in each case subject to the non-employee director continuing to be a non-employee director through the applicable vesting date.

In the event of a "change in control" (as defined in the Incentive Plan), each non-employee director will fully vest in their outstanding company equity awards issued under our outside director compensation policy, including any Initial Award or Annual Award, immediately prior to the consummation of the change in control, provided that the non-employee director continues to be a non-employee director through such date.

Certain Relationships and Related Party Transactions

Certain relationships and related party transactions of the Company are described in the Proxy Statement in the section titled "*Certain Relationships and Related Transactions*" beginning on page 434, and that information is incorporated herein by reference.

On January 14, 2022, Legacy Sonder repurchased 1,855,938 shares of Common Stock of Legacy Sonder (does not reflect the application of the Exchange Rate of 1.4686) held by Mr. Davidson, for an aggregate repurchase price of $25,704,741.30 and the proceeds of such sale were used to completely extinguish Mr. Davidson's promissory note to the Company, which had a total principal and accrued interest amount of $25,704,735.34 as of the date of the transaction.

Prior to the completion of the Business Combination, the Company borrowed $1.5 million from the Sponsor to fund expenses of the Business Combination. The Company repaid this loan on the Closing Date of the Business Combination. See the unaudited pro forma condensed combined financial information of the Company as of and for the nine months ended September 30, 2021 and the year ended December 31, 2020 set forth in Exhibit 99.1 to this Current Report on Form 8-K; that information is incorporated herein by reference.

Legal Proceedings

Reference is made to the disclosure regarding legal proceedings of the Company in the section of the Proxy Statement titled "*Information About Sonder—Legal Proceedings*" beginning on page 343, and that information is incorporated herein by reference.

Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

Prior to the consummation of the Business Combination, the Company's Public Shares, Public Units and Public Warrants were listed on the Nasdaq Capital Market under the symbols "GMII," "GMIIU" and "GMIIW," respectively. Following the consummation of the Business Combination, the Common Stock and Public Warrants began trading on the Nasdaq Global Select Market under the new trading symbols "SOND" and "SONDW," respectively.

Upon the consummation of the Business Combination, the Company's Public Units automatically separated into their component securities and, as a result, no longer trade as a separate security and were delisted from the Nasdaq Capital Market.

The information set forth in the section of the Proxy Statement titled "*Price Range of Securities and Dividends*" beginning on page 447 is incorporated herein by reference.

Recent Sales of Unregistered Securities

Reference is made to the disclosure set forth below under Item 3.02 of this Current Report on Form 8-K concerning the issuance and sale of certain unregistered securities, which disclosure is incorporated herein by reference.

Description of Registrant's Securities

The description of the Company's securities is contained in the Proxy Statement in the section titled "*Description of Securities*" beginning on page 400, and that information is incorporated herein by reference.

Indemnification of Directors and Officers

Information about indemnification of the Company's directors and officers is set forth in the Proxy Statement in the section titled "*Certain Relationships and Related Transactions—Post-Combination Company Relationships and Related Party Transactions—Indemnification Agreements*" beginning on page 440, and that information is incorporated herein by reference. The disclosure set forth in Item 1.01 of this Current Report on Form 8-K under the section titled "*Indemnification Agreements*" is incorporated herein by reference.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

The information set forth under Item 4.01 of this Current Report on Form 8-K is incorporated herein by reference.

Financial Statements and Exhibits

The information set forth under Item 9.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation.

Draw-down Pursuant to Delayed Draw Note Purchase Agreement

On January 19, 2022 (the "Draw Date"), the Company issued in a single draw (the "Draw") an aggregate of $165 million (100% of the Commitment) of delayed draw subordinated secured notes (the "Delayed Draw Notes"), pursuant to the Delayed Draw Note Purchase Agreement. The Company plans to use the proceeds of the Delayed Draw Notes for general corporate purposes.

In connection with the Draw, the purchasers of Delayed Draw Notes also received detachable out-of-the-money warrants (the "Delayed Draw Warrants") to purchase an aggregate of 2,475,000 shares of the Company's Common Stock, each with an exercise price of $12.50 per share and an expiration date five years after the issuance date. The purchasers of the Delayed Draw Notes were also provided with customary registration rights for the shares issuable upon exercise of the Delayed Draw Warrants.

This description of the Delayed Draw Note Purchase Agreement and the Delayed Draw Warrants does not purport to be complete, and is qualified in its entirety by the full text of the Delayed Draw Note Purchase Agreement, which is attached hereto as Exhibit 10.26 and incorporated herein by reference, and the Form of Warrant Agreement, which is attached hereto as Exhibit 10.27 and incorporated herein by reference.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing

In connection with the Closing, the Company transferred the listing of its Common Stock and the Public Warrants from the Nasdaq Capital Market to the Nasdaq Global Select Market, and the Common Stock and Public Warrants began trading on the Nasdaq Global Select Market on January 19, 2022 under the symbols "SOND" and "SONDW," respectively. On January 18, 2022, Nasdaq Stock Market LLC filed a Form 25 with the SEC in connection with the delisting of the Company's previously issued Public Units from the Nasdaq Capital Market.

Item 3.02 Unregistered Sales of Equity Securities.

PIPE Investment

On the Closing Date, the Company consummated the PIPE Investment. The description of the PIPE Investment under the section of this Current Report on Form 8-K titled "*Introductory Note*" is incorporated into this Item 3.02 by reference.

Delayed Draw Warrants

On the Draw Date, the Company issued the Delayed Draw Warrants. The description of the Delayed Draw Warrants under Item 2.03 is incorporated into this Item 3.02 by reference.

The Company issued the foregoing securities under Section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D promulgated under the Securities Act, as a transaction not requiring registration under Section 5 of the Securities Act. The parties receiving the securities represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution, and appropriate restrictive legends were affixed to the certificates representing the securities (or reflected in restricted book entry with the Company's transfer agent). The parties also had adequate access, through business or other relationships, to information about the Company.

Item 3.03 Material Modification to Rights of Security Holders.

At the Special Meeting, Company stockholders considered and approved, among other things, the proposals set forth in the Proxy Statement in the sections titled "*Proposal No. 3—The Charter Proposals*" and "*Proposal No. 4—The Governance Proposals*" beginning on pages 455 and 457, respectively, and that information is incorporated herein by reference.

The Company's Amended and Restated Certificate of Incorporation, which became effective upon filing with the Secretary of State of the State of Delaware on January 18, 2022, includes the amendments proposed by the Charter Proposals and the Governance Proposals.

On October 25, 2021, the board of directors approved and adopted the amended and restated bylaws (the "Amended and Restated Bylaws"), which became effective upon the consummation of the Business Combination.

The description of the Company's Amended and Restated Certificate of Incorporation and the general effect of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws upon the rights of the holders of the Company's Common Stock are included in the Proxy Statement under the sections titled "*Proposal No. 3—The Charter Proposals*," "*Proposal No. 4—The Governance Proposals*", "*Comparison of Stockholder Rights*" and "*Description of Securities*" beginning on pages 455, 457, 414 and 400, respectively, and that information is incorporated herein by reference.

Item 4.01 Changes in Registrant's Certifying Accountant.

On January 24, 2022, the audit committee of the Company's board of directors approved the dismissal of KPMG LLP ("KPMG"), the independent registered public accounting firm of Gores Metropoulos II, Inc.. KPMG was notified of their dismissal on January 20, 2022.

The audit report of KPMG on Gores Metropoulos II, Inc's financial statements as of December 31, 2020, and for the period from July 21, 2020 (inception) through December 31, 2020, did not contain an adverse opinion or a disclaimer of opinion, and was not qualified or modified as to uncertainties, audit scope or accounting principles.

During the period from July 21, 2020 (inception) through December 31, 2021, and the subsequent interim period through January 20, 2022, there were no (1) disagreements with KPMG on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of KPMG, would have caused KPMG to make a reference in connection with their opinion to the subject matter of the disagreement or (2) reportable events as defined in Item 304(a)(1)(v) of Regulation S-K, except that KPMG advised Gores Metropoulos II, Inc. of the following material weakness: internal control over financial reporting did not result in sufficient risk assessment of the underlying accounting for certain financial instruments.

The Company provided KPMG with a copy of the foregoing disclosures prior to the filing of this Current Report on Form 8-K and requested that KPMG furnish a letter addressed to the SEC, which is attached to this Current Report on Form 8-K as Exhibit 16.1, stating whether it agrees with such disclosures and, if not, stating the respects in which it does not agree.

On January 24, 2022, the audit committee of the Company's board of directors approved the appointment of Deloitte and Touche ("Deloitte") as the Company's independent registered public accounting firm to audit the Company's consolidated financial statements for the year ended December 31, 2022. Deloitte served as independent registered public accounting firm of Legacy Sonder prior to the Business Combination. During the year ended December 31, 2020 and 2019 and the subsequent interim periods through January 18, 2022, the Company did not consult with Deloitte with respect to (i) the application of accounting principles to a specified transaction, either completed or proposed, the type of audit opinion that might be rendered on our financial statements, and neither a written report nor oral advice was provided to the Company that Deloitte concluded was an important factor considered by the Company in reaching a decision as to any accounting, auditing of financial reporting issues, or (ii) any other matter that was the subject of a disagreement or a reportable event (each as defined above).

Item 5.01 Changes in Control of Registrant.

The disclosures set forth in the "*Introductory Note*" above and in Item 2.01 of this Current Report on Form 8-K are incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The disclosures set forth in Item 2.01 of this Current Report on Form 8-K under the sections titled "*Directors and Executive Officers*," "*Director Compensation*" and "*Executive Compensation*" are incorporated herein by reference.

Management Equity Incentive Plan

As previously disclosed, at the Special Meeting on January 14, 2022, the stockholders of the Company considered and approved the Management Equity Incentive Plan (the "Management Equity Incentive Plan"). The Management Equity Incentive Plan was previously approved by the board of directors, subject to stockholder approval. The Management Equity Incentive Plan became effective upon the completion of the First Merger.

A description of the Management Equity Incentive Plan is included in the Proxy Statement in the section titled "*Proposal No. 5—The Management Equity Incentive Plan Proposal*" beginning on page 461, and that information is incorporated herein by reference. The foregoing description of the Management Equity Incentive Plan does not purport to be complete and is qualified in its entirety by the full text of the Management Equity Incentive Plan, which is attached hereto as Exhibit 10.6 and incorporated herein by reference.

2021 Equity Incentive Plan

As previously disclosed, at the Special Meeting, on January 14, 2022, the stockholders of the Company considered and approved the 2021 Equity Incentive Plan (the "Incentive Plan"). The Incentive Plan was previously approved by the board of directors, subject to stockholder approval. The Incentive Plan became effective upon the consummation of the Business Combination.

A description of the Incentive Plan is included in the Proxy Statement in the section titled "*Proposal No. 6—The Incentive Plan Proposal*" beginning on page 466, and that information is incorporated herein by reference. The foregoing description of the Incentive Plan does not purport to be complete and is qualified in its entirety by the full text of the Incentive Plan, which is attached hereto as Exhibit 10.8 and incorporated herein by reference.

Employee Stock Purchase Plan

As previously disclosed, at the Special Meeting, on January 14, 2022, the stockholders of the Company considered and approved the 2021 Employee Stock Purchase Plan (the "Employee Stock Purchase Plan" or "ESPP"). The Employee Stock Purchase Plan was previously approved by the board of directors, subject to stockholder approval. The Employee Stock Purchase Plan became effective upon the consummation of the Business Combination.

A description of the Employee Stock Purchase Plan is included in the Proxy Statement in the section titled "*Proposal No. 7—The ESPP Proposal*" beginning on page 475, and that information is incorporated herein by reference. The foregoing description of the Employee Stock Purchase Plan does not purport to be complete, and is qualified in its entirety by the full text of the Employee Stock Purchase Plan, which is attached hereto as Exhibit 10.15 and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

The disclosure set forth in Item 3.03 of this Report is incorporated into this Item 5.03 by reference.

Item 5.05 Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

Following the consummation of the Business Combination, on January 18, 2022, the board of directors approved and adopted a new Code of Business Conduct and Ethics (the "Code of Conduct"). The Code of Conduct applies to all of the Company's employees, executive officers and directors, as well as contractors, consultants and agents. The foregoing description of the Code of Conduct is qualified in its entirety by the full text of the Code of Conduct, which is available on the investor relations page of the Company's website.

Item 5.06 Change in Shell Company Status.

As a result of the Business Combination, the Company ceased to be a shell company upon the closing. A description of the Business Combination and the terms of the Merger Agreement are included in the Proxy Statement in the sections titled "*Questions and Answers*," "*The Business Combination*" and "*The Merger Agreement and Related Agreements*" beginning on pages 12, 168 and 242, respectively, and that information is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of business acquired.

The consolidated financial statements of Legacy Sonder as of and for the years ended December 31, 2020 and 2019 and notes thereto are included in the Proxy Statement beginning on page F-63 and are incorporated herein by reference.

The unaudited interim condensed consolidated financial statements of Legacy Sonder as of and for the three and nine months ended September 20, 2021 are set forth in the Proxy Statement beginning on page F-32 and are incorporated herein by reference.

(b) Pro forma financial information.

The unaudited pro forma condensed combined financial information of the Company as of and for the nine months ended September 30, 2021 and the year ended December 31, 2020 is set forth in Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

(c) Exhibits

Exhibit No.	Exhibit	Incorporated by Reference				Filed or Furnished Herewith
		Form	File No.	Exhibit No.	Filing Date	
2.1	Agreement and Plan of Merger, dated as of April 29, 2021, by and among Gores Metropoulos II, Inc., Sunshine Merger Sub I, Inc., Sunshine Merger Sub II, LLC, and Sonder Holdings Inc.	8-K	001-39907	2.1	April 30, 2021	
2.2	Amendment No. 1, dated as of October 27, 2021, by and among Gores Metropoulos II, Inc., Sunshine Merger Sub I, Inc., Sunshine Merger Sub II, LLC, and Sonder Holdings Inc.	8-K	001-39907	2.1	October 28, 2021	
3.1	Amended and Restated Certificate of Incorporation of Sonder Holdings Inc.					X
3.2	Amended and Restated Bylaws of Sonder Holdings Inc.					X
4.1	Specimen Stock Certificate of the Company					X
4.2	Specimen Warrant Certificate of the Company	S-1	333-251663	4.3	December 23, 2020	
4.3	Warrant Agreement, dated as of January 22, 2021, by and among Gores Metropoulos II, Inc., Computershare Inc., and Computershare Trust Company, N.A., as warrant agent	8-K	001-39907	4.1	January 25, 2021	
10.1	Form of Existing Subscription Agreement	8-K	001-39907	10.1	April 30, 2021	
10.2	Form of Amendment to Existing Subscription Agreement	8-K	001-39907	10.1	October 28, 2021	
10.3	Form of New Subscription Agreement	8-K	001-39907	10.2	October 28, 2021	
10.4	Amended and Restated Registration Rights Agreement, by and among Sonder Holdings Inc. (f/k/a Gores Metropoulos II, Inc.), Gores Metropoulos Sponsor II, LLC, the Gores Holders and the Sonder Holders					X
10.5	Share Surrender Agreement	8-K	001-39907	10.3	October 28, 2021	
10.6#	Management Equity Incentive Plan	S-4	333-257726	10.4	July 7, 2021	
10.7#	Form of Restricted Stock Unit Agreement under Management Equity Incentive Plan					X
10.8#	2021 Equity Incentive Plan	S-4/A	333-257726	10.8	December 13, 2021	
10.9#	Form of Option Agreement under 2021 Equity Incentive Plan					X
10.10#	Form of Restricted Stock Unit Agreement under 2021 Equity Incentive Plan					X
10.11#	Legacy Sonder 2019 Equity Incentive Plan					X
10.12#	Form of Option Agreement under Legacy Sonder 2019 Equity Incentive Plan					X
10.13#	Legacy Sonder Stock Option Plan					X
10.14#	Key Executive Change in Control and Severance Plan and related forms of agreement	S-4/A	333-257726	10.7	October 18, 2021	
10.15#	2021 Employee Stock Purchase Plan	S-4/A	333-257726	10.9	November 26, 2021	
10.16	Industrial Gross Lease for 101 15th Street (Sonder San Francisco HQ), dated as of March 22, 2018, by and between Thomas F. Murphy and Martina Murphy as settlors and trustees of the Murphy Trust UDT dated October 3, 2003, and Sonder USA Inc.	S-4	333-257726	10.8	July 7, 2021	
10.17	First Amendment to Lease for 101 15th Street (Sonder San Francisco HQ), dated as of December 3, 2019, by and between Thomas F. Murphy and Martina Murphy as settlors and trustees of the Murphy Trust UDT dated October 3, 2003, and Sonder USA Inc.	S-4	333-257726	10.9	July 7, 2021	

Exhibit No.	Exhibit	Incorporated by Reference				Filed or Furnished Herewith
		Form	File No.	Exhibit No.	Filing Date	
10.18#	Offer Letter from Sonder Holdings Inc. to Sanjay Banker, dated September 14, 2021	S-4/A	333-257726	10.10	September 17, 2021	
10.19#	Offer Letter from Sonder Holdings Inc. to Francis Davidson, dated September 14, 2021.	S-4/A	333-257726	10.11	September 17, 2021	
10.20#	Offer Letter from Sonder Holdings Inc. to Satyen Pandya, dated September 14, 2021.	S-4/A	333-257726	10.12	September 17, 2021	
10.21#	Employment Agreement by and between Sonder USA Inc. and Philip Rothenberg, effective as of November 5, 2018.					X
10.22#	Offer Letter from Sonder Holdings, Inc. to Ritesh Patel					X
10.23#	Employment Agreement by and between Sonder USA Inc. and Martin Picard					X
10.24	Form of Voting and Support Agreement, dated April 29, 2021, by and among Gores Metropoulos II, Inc., Sunshine Merger Sub I, Inc., Sunshine Merger Sub II, LLC, and the stockholder party thereto.	S-4	333-257726	10.13	July 7, 2021	
10.25	Outside Director Compensation Policy					X
10.26	Note and Warrant Purchase Agreement, dated December 10, 2021, by and among Sonder Holdings Inc., BlackRock Financial Management, Inc. - Fixed Income Group, on behalf of funds and accounts under management and Senator Investment Group LP.	S-4/A	333-257726	10.17	December 13, 2021	
10.27	Form of Warrant Agreement by and among Sonder Holdings Inc., Computershare Inc., and Computershare Trust Company, N.A.	S-4/A	333-257726	10.18	December 13, 2021	
10.28	Form of Indemnification Agreement					X
16.1	Letter to the Securities and Exchange Commission from KPMG LLP dated January 24, 2022					X
21.1	Sonder Holdings Inc. Subsidiaries					X
99.1	Unaudited pro forma condensed combined financial statements for the Company as of and for the nine months ended September 30, 2021 and the year ended December 31, 2020					X
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).					

# Indicates management contract or compensatory plan or arrangement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Sonder Holdings Inc.

Date: January 24, 2022

By: /s/ Sanjay Banker
Name: Sanjay Banker
Title: President and Chief Financial Officer

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

GORES METROPOULOS II, INC.

Gores Metropoulos II, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "***Delaware General Corporation Law***"),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is Gores Metropoulos II, Inc. and that this corporation was originally incorporated pursuant to the Delaware General Corporation Law on July 21, 2020.

SECOND: That the Board of Directors of this corporation duly adopted resolutions proposing to amend and restate the amended and restated certificate of incorporation of this corporation and, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the amended and restated certificate of incorporation of this corporation be amended and restated in its entirety as follows:

ARTICLE I

The name of the corporation is Sonder Holdings Inc. (the "***Corporation***").

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is 200 Bellevue Parkway, Suite 210, in the City of Wilmington, County of New Castle, State of Delaware, 19809. The name of the Corporation's registered agent at such address is Intertrust Corporate Services Delaware Ltd.

ARTICLE III

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE IV

The total number of shares of all classes of capital stock, each with a par value of $0.0001 per share, which the Corporation is authorized to issue is 690,000,000 shares, consisting of (a) 440,000,000 shares of General Common Stock (the "***General Common Stock***"), including (i) 400,000,000 shares of Common Stock (the "***Common Stock***"), and (ii) 40,000,000 shares of Special Voting Common Stock (the "***Special Voting Common Stock***"), and (b) 250,000,000 shares of preferred stock, par value $0.0001 per share (the "***Preferred Stock***").

Immediately upon the effectiveness (the "***Effective Time***") of this Amended and Restated Certificate of Incorporation (this "***Amended and Restated Certificate***"), each share of the Corporation's Class F Common Stock, par value $0.0001 per share, issued and outstanding or held as treasury stock immediately prior to the Effective Time (the "***Class F Common Stock***"), shall, automatically and without further action by any stockholder or other person, including the Corporation, be converted into one share of Common Stock. It is intended that the conversion of the Class F Common Stock into Common Stock

will be treated as a reorganization within the meaning of Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended. Any stock certificate that immediately prior to the Effective Time represented shares of Class F Common Stock shall from and after the Effective Time be deemed to represent an equal number of shares of Common Stock, without the need for surrender or exchange thereof.

Effective upon the Effective Time, the class of Common Stock of the Corporation shall be renamed the "General Common Stock" of the Corporation, the series of Class A Common Stock of the Corporation shall be renamed the "Common Stock" of the Corporation, and the series of Class F Common Stock of the Corporation shall be renamed the "Special Voting Common Stock" of the Corporation. Notwithstanding the renaming of the Common Stock of the Corporation to "General Common Stock," this Amended and Restated Certificate shall not amend Article IX and, from and after the filing of this Amended and Restated Certificate, all references in Article IX to "Common Stock" shall be understood to refer to "General Common Stock" and shall not result in any alteration or change in the powers, preferences or special rights of the terms of such stock.

ARTICLE V

The rights, powers, preferences, privileges, restrictions and other matters relating to the Common Stock and the Special Voting Common Stock are as follows:

1. Voting Rights. Each holder of shares of Common Stock and each holder of shares of Special Voting Common Stock will be entitled to one vote for each share thereof held at the record date for the determination of the stockholders entitled to vote on matters properly submitted to the stockholders on which the holders of Common Stock or Special Voting Common Stock are entitled to vote. Except as otherwise expressly provided herein or as required by law, the holders of Common Stock and Special Voting Common Stock will vote together and not as separate series or classes. Subject to any rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, the holders of Common Stock and Special Voting Common Stock, voting together as a single class, shall be entitled to elect and remove all directors of the Corporation.

Notwithstanding any other provision in this Amended and Restated Certificate, prior to the closing of the initial Business Combination, the holders of Class F Common Stock, voting together as a single class, shall have the exclusive right to elect and remove any director, and the holders of Class A Common Stock shall have no right to vote on the election or removal of any director. The provisions described in the foregoing sentence may only be amended by approval of a majority of at least ninety percent (90%) of our Class F Common Stock voting in an annual meeting. For purposes of this Amended and Restated Certificate, "***Business Combination***" or any reference in this Amended and Restated Certificate to the "initial Business Combination" shall mean the earlier of (i) a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination involving the Corporation and one or more businesses, or (ii) the First Merger as defined in that certain Agreement and Plan of Merger, by and among the Corporation, Sunshine Merger Sub I, Inc., Sunshine Merger Sub II, LLC, and Sonder Holdings Inc. (as amended on October __, 2021), and the "***Offering***" shall mean the Corporation's initial public offering of securities.

2. Dividends. Subject to the prior rights of holders of all classes and series of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors of the Corporation (the "***Board***"), out of any assets of the Corporation legally available therefor, such dividends and other distributions as may be declared from time to time by the Board. Any dividends paid to the holders of shares of Common Stock shall be paid on a pro rata basis. The holders of the Special Voting Common Stock shall not be entitled to receive any dividends out of any assets of the Corporation.

3. Liquidation Rights. In the event of a liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, a merger, consolidation, reclassification, reorganization or similar event involving the Corporation or a sale, lease, abandonment, transfer, license or other disposition of assets by the Corporation, in connection with which the Board has determined to effect a distribution of assets of the Corporation to any holder or holders of Common Stock, then, subject to the rights of any Preferred Stock that may then be outstanding, the assets of the Corporation legally available for distribution to stockholders shall be distributed on a pro rata basis to the holders of Common Stock. The holders of the Special Voting Common Stock shall not be entitled to receive any distribution of assets of the Corporation in such event.

4. Redemption.

4.1 Sonder Canada Inc., a corporation amalgamated under the laws of the province of Québec ("***Sonder Canada***"), may from time to time, pursuant to Sonder Canada's Articles of Arrangement (as amended and/or restated from time to time, the "***Sonder Canada Articles***"), issue shares designated as Common Exchangeable Preferred Shares (the "***Sonder Canada Exchangeable Shares***"). Each Sonder Canada Exchangeable Share may be exchanged for one (1) share of Common Stock, pursuant to the terms of the Sonder Canada Articles and that certain Exchange Rights Agreement (as amended and/or restated from time to time, the "***Exchange Rights Agreement***"), dated December 18, 2019, by and among the Corporation, Sonder Canada, Sonder Exchange ULC and the holders of Sonder Canada Exchangeable Shares, as the case may be.

4.2 The Corporation shall automatically redeem (an "***Automatic Redemption***"), on the date on which any Sonder Canada Exchangeable Shares held by a holder are redeemed, exchanged or otherwise transferred for Common Stock pursuant to the Sonder Canada Articles or the Exchange Rights Agreement, such number of shares of Special Voting Common Stock held by such holder corresponding to the number of Sonder Canada Exchangeable Shares then redeemed, exchanged or otherwise transferred (the "***Redeemed Shares***") for an amount equal to $0.000001 per share (the "***Automatic Redemption Price***") as set forth below, and such Redeemed Shares may not be reissued by the Corporation.

4.3 In any case of an Automatic Redemption, the Corporation shall give notice in writing of the Automatic Redemption to the holder(s) of such Redeemed Shares. The notice shall set out the total number of Redeemed Shares and the total Automatic Redemption Price for the Redeemed Shares. Notwithstanding the foregoing, the Redeemed Shares shall be redeemed automatically and without further action by any stockholder or other person, including the Corporation, whether or not such notice is given to the holder(s) of such Redeemed Shares.

4.4 On or after an Automatic Redemption, each holder of Redeemed Shares shall surrender the certificate(s), if any, representing such Redeemed Shares, in the manner and at the place designated by the Corporation, and the Automatic Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificates as the owner thereof, and each surrendered certificate shall be cancelled and retired. Notwithstanding the foregoing, the Redeemed Shares shall be redeemed automatically without any further action by the holders of such shares or other person, including the Corporation, and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent.

4.5 From and after an Automatic Redemption, any person who previously held Redeemed Shares shall cease to be entitled to exercise any of the rights of a stockholder in respect thereof.

5. Vote to Increase or Decrease Authorized Shares. The number of authorized shares of Common Stock or Special Voting Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the outstanding shares of stock of the Corporation entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law, and no vote of the holders of the Common Stock or Special Voting Common Stock, or of any series thereof, voting separately as a class shall be required therefor.

ARTICLE VI

1. Rights of Preferred Stock. The Board is authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, and by filing a certificate pursuant to the Delaware General Corporation Law (such certificate being hereinafter referred to as a "***Preferred Stock Designation***"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences, and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. The Board is further authorized to increase (but not above the total number of authorized shares of Preferred Stock) or decrease (but not below the number of shares of any such series of Preferred Stock then outstanding) the number of shares of any series of Preferred Stock, subject to the powers, preferences and rights, and the qualifications, limitations and restrictions thereof stated in this Amended and Restated Certificate or the resolution of the Board originally fixing the number of shares of such series of Preferred Stock.

2. Vote to Amend Terms of Preferred Stock. Except as otherwise required by law or provided in this Amended and Restated Certificate, holders of Common Stock and Special Voting Common Stock shall not be entitled to vote on any amendment to this Amended and Restated Certificate (including any Preferred Stock Designation filed with respect to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon by law or pursuant to this Amended and Restated Certificate (including any Preferred Stock Designation filed with respect to any series of Preferred Stock).

3. Vote to Increase or Decrease Authorized Shares. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the outstanding shares of stock of the Corporation entitled to vote thereon, without a separate vote of the holders of the Preferred Stock, or of any series thereof, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law, unless a vote of any such holders is required pursuant to the terms of any Preferred Stock Designation.

ARTICLE VII

1. Board Size. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the number of directors that constitutes the total number of authorized directors, whether or not there exist any vacancies or unfilled seats in previously authorized directorships (the "***Whole Board***"), shall be fixed solely by resolution adopted by a majority of the Whole Board. At each annual meeting of stockholders, directors of the Corporation whose terms are expiring at such meeting shall be elected to hold office until the expiration of the term for which they are elected and until their successors have been duly elected and qualified or until their earlier death, resignation or removal, except that if any such election shall not be so held, such election shall take place at a stockholders' meeting called and held in accordance with the Delaware General Corporation Law.

2. Board Structure. From and after the Effective Time, the directors of the Corporation (other than any who may be elected by holders of Preferred Stock under specified circumstances) shall be divided into three (3) classes as nearly equal in size as is practicable, designated Class I, Class II and Class III. Directors already in office shall be assigned to each class at the time such classification becomes effective in accordance with a resolution or resolutions adopted by the Board. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the Board. At the first annual meeting of stockholders following the Effective Time, the term of office of the Class I directors shall expire and Class I directors shall be elected for a full term of three years. At the second annual meeting of stockholders following the Effective Time, the term of office of the Class II directors shall expire and Class II directors shall be elected for a full term of three years. At the third annual meeting of stockholders following the Effective Time, the term of office of the Class III directors shall expire and Class III directors shall be elected for a full term of three years. At each succeeding annual meeting of stockholders, directors shall be elected for a full term of three years to succeed the directors of the class whose terms expire at such annual meeting. If the number of directors is changed, any newly created directorships or decrease in directorships shall be so apportioned hereafter among the classes as to make all classes as nearly equal in number as is practicable, provided that no decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

3. Removal; Vacancies. Any director may be removed from office by the stockholders of the Corporation only for cause. Subject to the rights of the holders of any series of Preferred Stock to elect directors and fill vacancies under specified circumstances, and as permitted in the specific case by resolution of the Board, vacancies occurring on the Board for any reason and newly created directorships resulting from an increase in the authorized number of directors may be filled only by vote of a majority of the directors then in office (which may include one or more directors who are resigning effective at a future date), although less than a quorum, or by a sole remaining director, and not by stockholders. A person so elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor is duly elected and qualified, or until such director's earlier death, resignation or removal.

ARTICLE VIII

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

1. Board Power. The business and affairs of the Corporation shall be managed by or under the direction of the Board. In addition to the powers and authority expressly conferred by statute or by this Amended and Restated Certificate or the Bylaws of the Corporation, the Board is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

2. Written Ballot. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation.

3. Amendment of Bylaws. In furtherance and not in limitation of the powers conferred by the Delaware General Corporation Law, the Board is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation. The Bylaws may also be adopted, amended, altered or repealed by the stockholders of the Corporation. Notwithstanding the foregoing or any other provision of this Amended and Restated Certificate, the Bylaws may not be amended, altered or repealed except in accordance with the provisions of the Bylaws relating to amendments to the Bylaws; provided, for the avoidance of doubt, that no provision of the Bylaws requiring a specified vote of the Corporation's stockholders to adopt,

amend or repeal the Bylaws shall be deemed to limit, modify or restrict the foregoing authority of the Board to adopt, amend or repeal the Bylaws.

4. Special Meetings. Subject to the terms of any series of Preferred Stock, special meetings of the stockholders may be called only by (a) the Board acting pursuant to a resolution adopted by a majority of the Whole Board; (b) the chairperson of the Board; (c) the chief executive officer of the Corporation; or (d) the president of the Corporation, but a special meeting may not be called by any other person or persons and any power of stockholders to call a special meeting of stockholders is specifically denied.

5. Availability of Stockholder Action by Written Consent. Subject to the rights of the holders of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by action by consent of such stockholders.

6. No Cumulative Voting. No stockholder will be permitted to cumulate votes at any election of directors.

7. Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation**.**

ARTICLE IX

BUSINESS COMBINATION REQUIREMENTS; EXISTENCE

Section 9.1. General.

(a) The provisions of this Article IX shall apply during the period commencing upon the effectiveness of this Amended and Restated Certificate and terminating upon the consummation of the Corporation's initial Business Combination and no amendment to this Article IX shall be effective prior to the consummation of the initial Business Combination unless approved by the affirmative vote of the holders of at least sixty-five percent (65%) of all then outstanding shares of the Common Stock.

(b) Immediately after the Offering, a certain amount of the net offering proceeds received by the Corporation in the Offering (including the proceeds of any exercise of the underwriters' over-allotment option) and certain other amounts specified in the Corporation's registration statement on Form S-1, as initially filed with the Securities and Exchange Commission on December 23, 2020, as amended (the "***Registration Statement***"), shall be deposited in a trust account (the "***Trust Account***"), established for the benefit of the Public Stockholders (as defined below) pursuant to a trust agreement described in the Registration Statement. Except with respect to up to $900,000 per year of interest earned on the funds held in the Trust Account that may be released to fund regulatory compliance requirements and other costs related thereto (a "***Regulatory Withdrawal***"), plus additional amounts necessary to pay the Corporation's franchise and income tax obligations, if any, the proceeds from the Offering and the sale of the private placement warrants will not be released from the Trust Account until the earlier of (i) the completion of the initial Business Combination, (ii) the redemption of 100% of the Offering Shares (as defined below) if the Corporation is unable to complete its initial Business Combination within 24 months from the closing of the Offering and (iii) the redemption of shares in connection with a vote seeking to amend any provisions of the Amended and Restated Certificate relating to stockholders' rights or pre-initial Business Combination activity (as described in Section 9.7). Holders of shares of Common Stock included as part of the units sold in the Offering (the "***Offering Shares***") (whether such Offering Shares were purchased in the Offering or in the secondary market following the Offering and whether or not such

holders are affiliates of Gores Metropoulos Sponsor II, LLC (the "***Sponsor***") or officers or directors of the Corporation) are referred to herein as "***Public Stockholders.***"

Section 9.2. Redemption Rights.

(a) Prior to the consummation of the initial Business Combination, the Corporation shall provide all holders of Offering Shares with the opportunity to have their Offering Shares redeemed upon the consummation of the initial Business Combination pursuant to, and subject to the limitations of, Section 9.2(b) and 9.2(c) (such rights of such holders to have their Offering Shares redeemed pursuant to such Sections, the "***Redemption Rights***") hereof for cash equal to the applicable redemption price per share determined in accordance with Section 9.2(b) hereof (the "***Redemption Price***"); provided, however, that the Corporation shall not redeem or repurchase Offering Shares to the extent that such redemption would result in the Corporation's failure to have net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") (or any successor rule)) in excess of $5 million or any greater net tangible asset or cash requirement which may be contained in the agreement relating to the initial Business Combination (such limitation hereinafter called the "***Redemption Limitation***"), and provided further that any beneficial owner of Offering Shares on whose behalf a redemption right is being exercised must identify itself to the Corporation in connection with any redemption election in order to validly redeem such Offering Shares. Notwithstanding anything to the contrary contained in this Amended and Restated Certificate, there shall be no Redemption Rights or liquidating distributions with respect to any warrant issued pursuant to the Offering.

(b) If the Corporation offers to redeem the Offering Shares other than in conjunction with a stockholder vote on an initial Business Combination with a proxy solicitation pursuant to Regulation 14A of the Exchange Act (or any successor rules or regulations) and filing proxy materials with the Securities and Exchange Commission (the "***SEC***"), the Corporation shall offer to redeem the Offering Shares upon the consummation of the initial Business Combination, subject to lawfully available funds therefor, in accordance with the provisions of Section 9.2(a) hereof pursuant to a tender offer in accordance with Rule 13e-4 and Regulation 14E of the Exchange Act (or any successor rule or regulation) (such rules and regulations hereinafter called the "***Tender Offer Rules***") which it shall commence prior to the consummation of the initial Business Combination and shall file tender offer documents with the SEC prior to the consummation of the initial Business Combination that contain substantially the same financial and other information about the initial Business Combination and the Redemption Rights as is required under Regulation 14A of the Exchange Act (or any successor rule or regulation) (such rules and regulations hereinafter called the "***Proxy Solicitation Rules***"), even if such information is not required under the Tender Offer Rules; provided, however, that if a stockholder vote is required by law to approve the proposed initial Business Combination, or the Corporation decides to submit the proposed initial Business Combination to the stockholders for their approval for business or other legal reasons, the Corporation shall offer to redeem the Offering Shares, subject to lawfully available funds therefor, in accordance with the provisions of Section 9.2(a) hereof in conjunction with a proxy solicitation pursuant to the Proxy Solicitation Rules (and not the Tender Offer Rules) at a price per share equal to the Redemption Price calculated in accordance with the following provisions of this Section 9.2(b). In the event that the Corporation offers to redeem the Offering Shares pursuant to a tender offer in accordance with the Tender Offer Rules, the Redemption Price per share of the Common Stock payable to holders of the Offering Shares tendering their Offering Shares pursuant to such tender offer shall be equal to the quotient obtained by dividing: (i) the aggregate amount on deposit in the Trust Account as of two business days prior to the consummation of the initial Business Combination, including interest not previously released to the Corporation to fund Regulatory Withdrawals and/or to pay its franchise and income taxes, by (ii) the total number of then outstanding Offering Shares. If the Corporation offers to redeem the Offering Shares in conjunction with a stockholder vote on the proposed initial Business

Combination pursuant to a proxy solicitation, the Redemption Price per share of the Common Stock payable to holders of the Offering Shares exercising their Redemption Rights shall be equal to the quotient obtained by dividing (a) the aggregate amount on deposit in the Trust Account as of two business days prior to the consummation of the initial Business Combination, including interest not previously released to the Corporation to fund Regulatory Withdrawals and/or to pay its franchise and income taxes, by (b) the total number of then outstanding Offering Shares.

(c) If the Corporation offers to redeem the Offering Shares in conjunction with a stockholder vote on an initial Business Combination pursuant to a proxy solicitation, a Public Stockholder, together with any affiliate of such stockholder or any other person with whom such stockholder is acting in concert or as a "***group***" (as defined under Section 13(d)(3) of the Exchange Act), shall be restricted from seeking Redemption Rights with respect to more than an aggregate of 20% of the Offering Shares.

(d) In the event that the Corporation has not consummated an initial Business Combination within 24 months from the closing of the Offering, the Corporation shall (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter subject to lawfully available funds therefor, redeem 100% of the Offering Shares in consideration of a per-share price, payable in cash, equal to the quotient obtained by dividing (A) the aggregate amount then on deposit in the Trust Account, including interest not previously released to the Corporation to fund Regulatory Withdrawals, and/or to pay its franchise and income taxes (less up to $100,000 of such net interest to pay dissolution expenses), by (B) the total number of then outstanding Offering Shares, which redemption will completely extinguish rights of the Public Stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining stockholders and the Board in accordance with applicable law, dissolve and liquidate, subject in each case to the Corporation's obligations under the DGCL to provide for claims of creditors and other requirements of applicable law.

(e) If the Corporation offers to redeem the Offering Shares in conjunction with a stockholder vote on an initial Business Combination, the Corporation shall consummate the proposed initial Business Combination only if (i) such initial Business Combination is approved by the affirmative vote of the holders of a majority of the shares of the Common Stock that are voted at a stockholder meeting held to consider such initial Business Combination and (ii) the Redemption Limitation is not exceeded.

(f) If the Corporation conducts a tender offer pursuant to Section 9.2(b), the Corporation shall consummate the proposed initial Business Combination only if the Redemption Limitation is not exceeded.

Section 9.3. Distributions from the Trust Account.

(a) A Public Stockholder shall be entitled to receive funds from the Trust Account only as provided in Sections 9.2(a), 9.2(b), 9.2(d) or 9.7 hereof. In no other circumstances shall a Public Stockholder have any right or interest of any kind in or to distributions from the Trust Account, and no stockholder other than a Public Stockholder shall have any interest in or to the Trust Account.

(b) Each Public Stockholder that does not exercise its Redemption Rights shall retain its interest in the Corporation and shall be deemed to have given its consent to the release of the remaining funds in the Trust Account to the Corporation, and following payment to any Public Stockholders exercising their Redemption Rights, the remaining funds in the Trust Account shall be released to the Corporation.

(c) The exercise by a Public Stockholder of the Redemption Rights shall be conditioned on such Public Stockholder following the specific procedures for redemptions set forth by the Corporation in any applicable tender offer or proxy materials sent to Public Stockholders relating to the proposed initial Business Combination. Payment of the amounts necessary to satisfy the Redemption Rights properly exercised shall be made as promptly as practical after the consummation of the initial Business Combination.

Section 9.4. Share Issuances. Prior to the consummation of the Corporation's initial Business Combination, the Corporation shall not issue any additional shares of capital stock of the Corporation that would entitle the holders thereof to receive funds from the Trust Account or vote on any initial Business Combination.

Section 9.5. Transactions with Affiliates. In the event the Corporation enters into an initial Business Combination with a target business that is affiliated with the Sponsor, or the directors or officers of the Corporation, the Corporation, or a committee of the independent directors of the Corporation, shall obtain an opinion from an independent accounting firm or an independent investment banking firm that is a member of the Financial Industry Regulatory Authority that such Business Combination is fair to the Corporation from a financial point of view.

Section 9.6. No Transactions with Other Blank Check Companies. The Corporation shall not enter into an initial Business Combination with another blank check company or a similar company with nominal operations.

Section 9.7. Additional Redemption Rights. If, in accordance with Section 9.1(a), any amendment is made to Section 9.2(d) that would affect the substance or timing of the Corporation's obligation to redeem 100% of the Offering Shares if the Corporation has not consummated an initial Business Combination within 24 months from the date of the Closing or (ii) with respect to any other provisions of this Article IX relating to stockholders' rights or pre-initial Business Combination activity, the Public Stockholders shall be provided with the opportunity to redeem their Offering Shares upon the approval of any such amendment, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest not previously released to the Corporation to fund Regulatory Withdrawals and/or to pay its franchise and income taxes, divided by the number of then outstanding Offering Shares. The Corporation's ability to provide such opportunity is subject to the Redemption Limitation.

Section 9.8. Minimum Value of Target. The Corporation's initial Business Combination must occur with one or more target businesses that together have a fair market value of at least 80% of the assets held in the Trust Account (excluding the deferred underwriting commissions and taxes payable on the income earned on the Trust Account) at the time of the agreement to enter into the initial Business Combination.

ARTICLE X

To the fullest extent permitted by law, no director of the Corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

No amendment, repeal, or elimination of this Article X, or adoption of any provision of this Amended and Restated Certificate inconsistent with this Article X, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal, or elimination or adoption of such an inconsistent provision.

ARTICLE XI

If any provision of this Amended and Restated Certificate becomes or is declared on any ground by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Amended and Restated Certificate, and the court will replace such illegal, void or unenforceable provision of this Amended and Restated Certificate with a valid and enforceable provision that most accurately reflects the Corporation's intent, in order to achieve, to the maximum extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Amended and Restated Certificate shall be enforceable in accordance with its terms.

Except as provided in Article X above, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation; provided, however, that notwithstanding any other provision of this Amended and Restated Certificate or any provision of law that might otherwise permit a lesser vote, the Board acting pursuant to a resolution adopted by a majority of the Whole Board and the affirmative vote of 66 2/3% of the voting power of the then outstanding voting securities of the Corporation, voting together as a single class, shall be required for the amendment, repeal or modification of the provisions of ARTICLE V, Section 1 of ARTICLE VI, ARTICLE VII, ARTICLE VIII, ARTICLE X or this ARTICLE XI of this Amended and Restated Certificate.

***

THIRD: That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation's Amended and Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been duly executed by a duly authorized officer of this corporation on this 18th day of January, 2022.

/s/Andrew McBride

Andrew McBride

Chief Financial Officer and Secretary

AMENDED AND RESTATED BYLAWS OF

SONDER HOLDINGS INC.

(effective as of January 18, 2022)

TABLE OF CONTENTS

Page

AMENDED AND RESTATED BYLAWS
OF
SONDER HOLDINGS INC.

ARTICLE I - CORPORATE OFFICES

1.1 REGISTERED OFFICE

The registered office of Sonder Holdings Inc. (the "**Company**") shall be fixed in the Company's certificate of incorporation, as the same may be amended from time to time.

1.2 OTHER OFFICES

The Company may at any time establish other offices at any place or places.

ARTICLE II - MEETINGS OF STOCKHOLDERS

2.1 PLACE OF MEETINGS

Meetings of stockholders shall be held at a place, if any, within or outside the State of Delaware, determined by the board of directors of the Company (the "**Board of Directors**"). The Board of Directors may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law (the "**DGCL**") or any successor legislation. In the absence of any such designation or determination, stockholders' meetings shall be held at the Company's principal executive office.

2.2 ANNUAL MEETING

The annual meeting of stockholders shall be held each year. The Board of Directors shall designate the date and time of the annual meeting. At the annual meeting, directors shall be elected and any other proper business, brought in accordance with Section 2.4 of these bylaws, may be transacted. The Board of Directors, acting pursuant to a resolution adopted by a majority of the Whole Board, or the chairperson of the meeting may cancel, postpone or reschedule any previously scheduled annual meeting at any time, before or after the notice for such meeting has been sent to the stockholders. For the purposes of these bylaws, the term "**Whole Board**" shall mean the total number of authorized directorships whether or not there exist any vacancies or other unfilled seats in previously authorized directorships.

2.3 SPECIAL MEETING

(a) A special meeting of the stockholders, other than as required by statute, may be called at any time by (i) the Board of Directors acting pursuant to a resolution adopted by a majority of the Whole Board, (ii) the chairperson of the Board of Directors, (iii) the chief executive officer or (iv) the president, but a special meeting may not be called by any other person or persons and any power of stockholders to call a special meeting of stockholders is specifically denied. The Board of Directors, acting pursuant to a resolution adopted by a majority of the Whole Board, or the chairperson of the meeting may cancel, postpone or reschedule any previously scheduled special meeting at any time, before or after the notice for such meeting has been sent to the stockholders.

(b) The notice of a special meeting shall include the purpose for which the meeting is called. Only such business shall be conducted at a special meeting of stockholders as shall have been

brought before the meeting by or at the direction of a majority of the Whole Board, the chairperson of the Board of Directors, the chief executive officer or the president. Nothing contained in this Section 2.3(b) shall be construed as limiting, fixing or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

2.4 ADVANCE NOTICE PROCEDURES

(a) *Annual Meetings of Stockholders.*

(i) Nominations of persons for election to the Board of Directors or the proposal of other business to be transacted by the stockholders at an annual meeting of stockholders may be made only (1) pursuant to the Company's notice of meeting (or any supplement thereto); (2) by or at the direction of the Board of Directors; (3) as may be provided in the certificate of designations for any class or series of preferred stock; or (4) by any stockholder of the Company who (A) is a stockholder of record at the time of giving of the notice contemplated by Section 2.4(a)(ii); (B) is a stockholder of record on the record date for the determination of stockholders entitled to notice of the annual meeting; (C) is a stockholder of record on the record date for the determination of stockholders entitled to vote at the annual meeting; (D) is a stockholder of record at the time of the annual meeting; and (E) complies with the procedures set forth in this Section 2.4(a).

(ii) For nominations or other business to be properly brought before an annual meeting of stockholders by a stockholder pursuant to clause (4) of Section 2.4(a)(i), the stockholder must have given timely notice in writing to the secretary and any such nomination or proposed business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice must be received by the secretary at the principal executive offices of the Company no earlier than 8:00 a.m., local time, on the 120th day and no later than 5:00 p.m., local time, on the 90th day prior to the day of the first anniversary of the preceding year's annual meeting of stockholders. However, if no annual meeting of stockholders was held in the preceding year, or if the date of the applicable annual meeting has been changed by more than 25 days from the first anniversary of the preceding year's annual meeting, then to be timely such notice must be received by the secretary at the principal executive offices of the Company no earlier than 8:00 a.m., local time, on the 120th day prior to the day of the annual meeting and no later than 5:00 p.m., local time, on the 10th day following the day on which public announcement of the date of the annual meeting was first made by the Company. In no event will the adjournment, rescheduling or postponement of any annual meeting, or any announcement thereof, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. If the number of directors to be elected to the Board of Directors is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors at least 10 days before the last day that a stockholder may deliver a notice of nomination pursuant to the foregoing provisions, then a stockholder's notice required by this Section 2.4(a)(ii) will also be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the secretary at the principal executive offices of the Company no later than 5:00 p.m., local time, on the 10th day following the day on which such public announcement is first made. "**Public announcement**" means disclosure in a press release reported by a national news service or in a document publicly filed by the Company with the Securities and Exchange Commission (the "**SEC**") pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act of 1934 (as amended and inclusive of rules and regulations thereunder, the "**1934 Act**").

(iii) A stockholder's notice to the secretary must set forth:

(1) as to each person whom the stockholder proposes to nominate for election as a director:

(A) such person's name, age, business address, residence address and principal occupation or employment; the class and number of shares of the Company that are held of record or are beneficially owned by such person and a description of any Derivative Instruments (defined below) held or beneficially owned thereby or of any other agreement, arrangement or understanding (including any short position or any borrowing or lending of shares), the effect or intent of which is to mitigate loss to, or to manage the risk or benefit of share price changes for, or to increase or decrease the voting power of such person; and all information relating to such person that is required to be disclosed in solicitations of proxies for the contested election of directors, or is otherwise required, in each case pursuant to the Section 14 of the 1934 Act;

(B) such person's written consent to being named in such stockholder's proxy statement as a nominee of such stockholder and to serving as a director of the Company if elected;

(C) a reasonably detailed description of any direct or indirect compensatory, payment, indemnification or other financial agreement, arrangement or understanding that such person has, or has had within the past three years, with any person or entity other than the Company (including the amount of any payment or payments received or receivable thereunder), in each case in connection with candidacy or service as a director of the Company (a "**Third-Party Compensation Arrangement**"); and

(D) a description of any other material relationships between such person and such person's respective affiliates and associates, or others acting in concert with them, on the one hand, and such stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made, and their respective affiliates and associates, or others acting in concert with them, on the other hand;

(2) as to any other business that the stockholder proposes to bring before the annual meeting:

(A) a brief description of the business desired to be brought before the annual meeting;

(B) the text of the proposal or business (including the text of any resolutions proposed for consideration and, if applicable, the text of any proposed amendment to these bylaws);

(C) the reasons for conducting such business at the annual meeting;

(D) any material interest in such business of such stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is made, and their respective affiliates and associates, or others acting in concert with them; and

(E) a description of all agreements, arrangements and understandings between such stockholder and the beneficial owner, if any, on whose behalf the proposal is made, and their respective affiliates or associates or others acting in concert with them, and any other

person or persons (including their names) in connection with the proposal of such business by such stockholder; and

(3) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made:

(A) the name and address of such stockholder (as they appear on the Company's books), of such beneficial owner and of their respective affiliates or associates or others acting in concert with them;

(B) for each class or series, the number of shares of stock of the Company that are, directly or indirectly, held of record or are beneficially owned by such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them;

(C) a description of any agreement, arrangement or understanding between such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, and any other person or persons (including, in each case, their names) in connection with the proposal of such nomination or other business;

(D) a description of any agreement, arrangement or understanding (including, regardless of the form of settlement, any derivative, long or short positions, profit interests, forwards, futures, swaps, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions and borrowed or loaned shares) that has been entered into by or on behalf of such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, with respect to the Company's securities (any of the foregoing, a "**Derivative Instrument**"), or any other agreement, arrangement or understanding that has been made the effect or intent of which is to create or mitigate loss to, manage risk or benefit of share price changes for or increase or decrease the voting power of such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, with respect to the Company's securities;

(E) any rights to dividends on the Company's securities owned beneficially by such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, that are separated or separable from the underlying security;

(F) any proportionate interest in the Company's securities or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership;

(G) any performance-related fees (other than an asset-based fee) that such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with, them is entitled to based on any increase or decrease in the value of the Company's securities or Derivative Instruments, including, without limitation, any such interests held by members of the immediate family of such persons sharing the same household;

(H) any significant equity interests or any Derivative Instruments in any principal competitor of the Company that are held by such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them;

(I) any direct or indirect interest of such stockholder, such beneficial owner or their respective affiliates or associates or others acting in concert with them, in any

contract with the Company, any affiliate of the Company or any principal competitor of the Company (in each case, including any employment agreement, collective bargaining agreement or consulting agreement);

(J) a representation and undertaking that the stockholder is a holder of record of stock of the Company as of the date of submission of the stockholder's notice and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting;

(K) a representation and undertaking that such stockholder or any such beneficial owner intends, or is part of a group that intends, to (x) deliver a proxy statement or form of proxy to holders of at least the percentage of the voting power of the Company's then-outstanding stock required to approve or adopt the proposal or to elect each such nominee; or (y) otherwise solicit proxies from stockholders in support of such proposal or nomination;

(L) any other information relating to such stockholder, such beneficial owner, or their respective affiliates or associates or others acting in concert with them, or director nominee or proposed business that, in each case, would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies in support of such nominee (in a contested election of directors) or proposal pursuant to Section 14 of the 1934 Act; and

(M) such other information relating to any proposed item of business as the Company may reasonably require to determine whether such proposed item of business is a proper matter for stockholder action.

(iv) In addition to the requirements of this Section 2.4, to be timely, a stockholder's notice (and any additional information submitted to the Company in connection therewith) must further be updated and supplemented (1) if necessary, so that the information provided or required to be provided in such notice is true and correct as of the record date(s) for determining the stockholders entitled to notice of, and to vote at, the meeting and as of the date that is 10 business days prior to the meeting or any adjournment, rescheduling or postponement thereof and (2) to provide any additional information that the Company may reasonably request. Such update and supplement or additional information, if applicable, must be received by the secretary at the principal executive offices of the Company, in the case of a request for additional information, promptly following a request therefor, which response must be delivered not later than such reasonable time as is specified in any such request from the Company or, in the case of any other update or supplement of any information, not later than five business days after the record date(s) for the meeting (in the case of any update and supplement required to be made as of the record date(s)), and not later than eight business days prior to the date for the meeting or any adjournment, rescheduling or postponement thereof (in the case of the update and supplement required to be made as of 10 business days prior to the meeting or any adjournment, rescheduling or postponement thereof). The failure to timely provide such update, supplement or additional information shall result in the nomination or proposal no longer being eligible for consideration at the meeting.

(b) *Special Meetings of Stockholders*. Except to the extent required by the DGCL, and subject to Section 2.3(a), special meetings of stockholders may be called only in accordance with the Company's certificate of incorporation and these bylaws. Only such business will be conducted at a special meeting of stockholders as has been brought before the special meeting pursuant to the Company's notice of meeting. If the election of directors is included as business to be brought before a special meeting in the Company's notice of meeting, then nominations of persons for election to the

Board of Directors at such special meeting may be made by any stockholder who (i) is a stockholder of record at the time of giving of the notice contemplated by this Section 2.4(b); (ii) is a stockholder of record on the record date for the determination of stockholders entitled to notice of the special meeting; (iii) is a stockholder of record on the record date for the determination of stockholders entitled to vote at the special meeting; (iv) is a stockholder of record at the time of the special meeting; and (v) complies with the procedures set forth in this Section 2.4(b). For nominations to be properly brought by a stockholder before a special meeting pursuant to this Section 2.4(b), the stockholder's notice must be received by the secretary at the principal executive offices of the Company no earlier than 8:00 a.m., local time, on the 120th day prior to the day of the special meeting and no later than 5:00 p.m., local time, on the 10th day following the day on which public announcement of the date of the special meeting was first made. In no event will any adjournment, rescheduling or postponement of a special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice. A stockholder's notice to the Secretary must comply with the applicable notice requirements of Section 2.4(a)(iii).

(c) *Other Requirements.*

(i) To be eligible to be a nominee by any stockholder for election as a director of the Company, the proposed nominee must provide to the secretary, in accordance with the applicable time periods prescribed for delivery of notice under Section 2.4(a)(ii) or Section 2.4(b):

(1) a signed and completed written questionnaire (in the form provided by the secretary at the written request of the nominating stockholder, which form will be provided by the secretary within 10 days of receiving such request) containing information regarding such nominee's background and qualifications and such other information as may reasonably be required by the Company to determine the eligibility of such nominee to serve as a director of the Company or to serve as an independent director of the Company;

(2) a written representation and undertaking that, unless previously disclosed to the Company, such nominee is not, and will not become, a party to any voting agreement, arrangement, commitment, assurance or understanding with any person or entity as to how such nominee, if elected as a director, will vote on any issue;

(3) a written representation and undertaking that, unless previously disclosed to the Company, such nominee is not, and will not become, a party to any Third-Party Compensation Arrangement;

(4) a written representation and undertaking that, if elected as a director, such nominee would be in compliance, and will continue to comply, with the Company's corporate governance guidelines as disclosed on the Company's website, as amended from time to time; and

(5) a written representation and undertaking that such nominee, if elected, intends to serve a full term on the Board of Directors.

(ii) At the request of the Board of Directors, any person nominated by the Board of Directors for election as a director must furnish to the secretary the information that is required to be set forth in a stockholder's notice of nomination that pertains to such nominee.

(iii) No person will be eligible to be nominated by a stockholder for election as a director of the Company unless nominated in accordance with the procedures set forth in this

Section 2.4. No business proposed by a stockholder will be conducted at a stockholder meeting except in accordance with this Section 2.4.

(iv) The chairperson of the applicable meeting of stockholders will, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these bylaws or that business was not properly brought before the meeting. If the chairperson of the meeting should so determine, then the chairperson of the meeting will so declare to the meeting and the defective nomination will be disregarded or such business will not be transacted, as the case may be.

(v) Notwithstanding anything to the contrary in this Section 2.4, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear in person at the meeting to present a nomination or other proposed business, such nomination will be disregarded or such proposed business will not be transacted, as the case may be, notwithstanding that proxies in respect of such nomination or business may have been received by the Company and counted for purposes of determining a quorum. For purposes of this Section 2.4, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting, and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting.

(vi) Without limiting this Section 2.4, a stockholder must also comply with all applicable requirements of the 1934 Act with respect to the matters set forth in this Section 2.4, it being understood that (1) any references in these bylaws to the 1934 Act are not intended to, and will not, limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.4; and (2) compliance with clause (4) of Section 2.4(a)(i) and with Section 2.4(b) are the exclusive means for a stockholder to make nominations or submit other business (other than as provided in Section 2.4(c)(vii)).

(vii) Notwithstanding anything to the contrary in this Section 2.4, the notice requirements set forth in these bylaws with respect to the proposal of any business pursuant to this Section 2.4 will be deemed to be satisfied by a stockholder if (1) such stockholder has submitted a proposal to the Company in compliance with Rule 14a-8 under the 1934 Act; and (2) such stockholder's proposal has been included in a proxy statement that has been prepared by the Company to solicit proxies for the meeting of stockholders. Subject to Rule 14a-8 and other applicable rules and regulations under the 1934 Act, nothing in these bylaws will be construed to permit any stockholder, or give any stockholder the right, to include or have disseminated or described in the Company's proxy statement any nomination of a director or any other business proposal.

2.5 NOTICE OF STOCKHOLDERS' MEETINGS

Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except as otherwise provided in the DGCL, the certificate of incorporation or these bylaws, the notice of any meeting of stockholders shall be given not less than 10 nor more than 60 days before the date of the

meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

2.6 QUORUM

(a) The holders of a majority of the voting power of the capital stock of the Company issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders. Where a separate vote by a class or series or classes or series is required, a majority of the voting power of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter, except as otherwise provided by law, the certificate of incorporation or these bylaws.

(b) If, however, such quorum is not present or represented at any meeting of the stockholders, then either (i) the chairperson of the meeting, or (ii) the stockholders entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the original meeting.

2.7 ADJOURNED MEETING; NOTICE

When a meeting is adjourned to another time or place, unless these bylaws otherwise require, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting in accordance with Section 213(a) of the DGCL and Section 2.11 of these bylaws, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

2.8 CONDUCT OF BUSINESS

The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of business and discussion as seem to the chairperson in order. The chairperson of any meeting of stockholders shall be designated by the Board of Directors; in the absence of such designation, the chairperson of the Board of Directors, if any, or the chief executive officer (in the absence of the chairperson of the Board of Directors) or the president (in the absence of the chairperson of the Board of Directors and the chief executive officer), or in their absence any other executive officer of the Company, shall serve as chairperson of the stockholder meeting. The chairperson of any meeting of stockholders shall have the power to adjourn the meeting to another place, if any, date or time, whether or not a quorum is present.

2.9 VOTING

(a) The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.11 of these bylaws, subject to Section 217

(relating to voting rights of fiduciaries, pledgors and joint owners of stock) and Section 218 (relating to voting trusts and other voting agreements) of the DGCL.

(b) Except as otherwise provided by law, the certificate of incorporation, these bylaws or the rules of the stock exchange on which the Company's securities are listed, in all matters other than the election of directors, the affirmative vote of a majority of the voting power of the shares cast affirmatively or negatively shall be the act of the stockholders and broker non-votes and abstentions will be considered for purposes of establishing a quorum, but will not be considered as votes cast for or against a proposal. Except as otherwise required by law, the certificate of incorporation or these bylaws, directors shall be elected by a plurality of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Where a separate vote by a class or series or classes or series is required, in all matters other than the election of directors, the affirmative vote of the majority of the voting power of the shares of such class or series or classes or series cast affirmatively or negatively at the meeting and entitled to vote on the subject matter shall be the act of such class or series or classes or series (and broker non-votes and abstentions will not be considered as votes cast for or against such proposal), except as otherwise provided by law, the certificate of incorporation, these bylaws or the rules of the stock exchange on which the securities of the Company are listed.

2.10 STOCKHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING

Any action required or permitted to be taken by the stockholders of the Company must be effected by a duly called annual or special meeting of such stockholders and may not be effected by written consent of the stockholders.

2.11 RECORD DATES

(a) In order that the Company may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination.

(b) If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(c) A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the provisions of Section 213 of the DGCL and this Section 2.11 at the adjourned meeting.

(d) In order that the Company may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to

exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

2.12 PROXIES

Each stockholder entitled to vote at a meeting of stockholders, or to take corporate action by written consent without a meeting, or such stockholder's authorized officer, director, employee or agent, may authorize another person or persons to act for such stockholder by proxy authorized by a document or by a transmission permitted by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. The authorization of a person to act as a proxy may be documented, signed and delivered in accordance with Section 116 of the DGCL; *provided* that such authorization shall set forth, or be delivered with information enabling the Company to determine, the identity of the stockholder granting such authorization. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL.

2.13 LIST OF STOCKHOLDERS ENTITLED TO VOTE

The Company shall prepare, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; *provided, however,* if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The Company shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (a) on a reasonably accessible electronic network, *provided* that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the Company's principal place of business. In the event that the Company determines to make the list available on an electronic network, the Company may take reasonable steps to ensure that such information is available only to stockholders of the Company. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then such list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

2.14 INSPECTORS OF ELECTION

(a) Before any meeting of stockholders, the Company shall appoint an inspector or inspectors of election to act at the meeting or its adjournment. The Company may designate one or more persons as alternate inspectors to replace any inspector who fails to act. Such inspectors shall take all actions as contemplated under Section 231 of the DGCL or any successor provision thereto.

(b) The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are multiple inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all.

Any report or certificate made by the inspectors of election is *prima facie* evidence of the facts stated therein.

ARTICLE III - DIRECTORS

3.1 POWERS

The business and affairs of the Company shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided in the DGCL or the certificate of incorporation.

3.2 NUMBER OF DIRECTORS

The Board of Directors shall consist of one or more members, each of whom shall be a natural person. Unless the certificate of incorporation fixes the number of directors, the number of directors shall be determined from time to time by resolution of a majority of the Whole Board. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

3.3 ELECTION, QUALIFICATION AND TERM OF OFFICE OF DIRECTORS

(a) Except as provided in Section 3.4 of these bylaws, each director, including a director elected to fill a vacancy or newly created directorship, shall hold office until the expiration of the term for which elected and until such director's successor is elected and qualified or until such director's earlier death, resignation or removal. Directors need not be stockholders unless so required by the certificate of incorporation or these bylaws. The certificate of incorporation or these bylaws may prescribe other qualifications for directors.

(b) Unless otherwise provided by the certificate of incorporation and subject to the special rights of holders of any series of Preferred Stock to elect directors, the directors of the Company shall be divided into classes as nearly equal in size as is practicable in accordance with Section 141(d) of the DGCL, designated as Class I, Class II and Class III.

3.4 RESIGNATION AND VACANCIES

(a) Any director may resign at any time upon notice given in writing or by electronic transmission to the Company. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. A resignation which is conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable. Unless otherwise provided in the certificate of incorporation or these bylaws, when one or more directors resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

(b) Unless otherwise provided in the certificate of incorporation or these bylaws or permitted in the specific case by resolution of the Board of Directors, and subject to the rights of holders of Preferred Stock, vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, and not by stockholders. If the directors are divided into classes, a person so chosen to fill a vacancy or newly created directorship shall hold office until the next election of the class for which

such director shall have been chosen and until his or her successor shall have been duly elected and qualified.

3.5 PLACE OF MEETINGS; MEETINGS BY TELEPHONE

(a) The Board of Directors may hold meetings, both regular and special, either within or outside the State of Delaware.

(b) Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors may participate in a meeting of the Board of Directors by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.6 REGULAR MEETINGS

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

3.7 SPECIAL MEETINGS; NOTICE

Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the chairperson of the Board of Directors, the chief executive officer, the president, the secretary or a majority of the Whole Board; *provided* that the person(s) authorized to call special meetings of the Board of Directors may authorize another person or persons to send notice of such meeting.

Notice of the time and place of special meetings shall be:

(a) delivered personally by hand, by courier or by telephone;

(b) sent by United States first-class mail, postage prepaid;

(c) sent by facsimile;

(d) sent by electronic mail; or

(e) otherwise given by electronic transmission (as defined in Section 232 of the DGCL),

directed to each director at that director's address, telephone number, facsimile number, electronic mail address or other contact for notice by electronic transmission, as the case may be, as shown on the Company's records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile, (iii) sent by electronic mail or (iv) otherwise given by electronic transmission, it shall be delivered, sent or otherwise directed to each director, as applicable, at least 24 hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four days before the time of the holding of the meeting. Any oral notice of the time and place of the meeting may be communicated to the director in lieu of written notice if such notice is communicated at least 24 hours before the time of the holding of the meeting. The notice need not specify the place of the meeting (if the meeting is to be held at the Company's principal executive office) nor the purpose of the meeting, unless required by statute.

3.8 QUORUM; VOTING

(a) At all meetings of the Board of Directors, a majority of the Whole Board shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board of Directors, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

(b) The affirmative vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, the certificate of incorporation or these bylaws.

3.9 BOARD ACTION BY WRITTEN CONSENT WITHOUT A MEETING

Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission. Any person (whether or not then a director) may provide, whether through instruction to an agent or otherwise, that a consent to action will be effective at a future time (including a time determined upon the happening of an event), no later than 60 days after such instruction is given or such provision is made and such consent shall be deemed to have been given for purposes of this Section 3.9 at such effective time so long as such person is then a director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to its becoming effective. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board of Directors, or the committee thereof, in the same paper or electronic form as the minutes are maintained.

3.10 FEES AND COMPENSATION OF DIRECTORS

Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have the authority to fix the compensation of directors.

3.11 REMOVAL OF DIRECTORS

Any director or the entire Board of Directors may be removed from office by stockholders of the Company in the manner specified in the certificate of incorporation. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director’s term of office.

ARTICLE IV - COMMITTEES

4.1 COMMITTEES OF DIRECTORS

The Board of Directors may, by resolution passed by a majority of the Whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors or in these bylaws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Company, and may authorize the

seal of the Company to be affixed to all papers that may require it; but no such committee shall have the power or authority to (a) approve or adopt, or recommend to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (b) adopt, amend or repeal any bylaw of the Company.

4.2 COMMITTEE MINUTES

Each committee and subcommittee shall keep regular minutes of its meetings.

4.3 MEETINGS AND ACTION OF COMMITTEES

Meetings and actions of committees and subcommittees shall be governed by, and held and taken in accordance with, the provisions of:

(a) Section 3.5 (place of meetings; meetings by telephone);

(b) Section 3.6 (regular meetings);

(c) Section 3.7 (special meetings; notice);

(d) Section 3.8 (quorum; voting);

(e) Section 3.9 (board action by written consent without a meeting); and

(f) Section 7.4 (waiver of notice);

with such changes in the context of those bylaws as are necessary to substitute the committee or subcommittee and its members for the Board of Directors and its members; *provided, however*, that (i) the time and place of regular meetings of committees or subcommittees may be determined either by resolution of the Board of Directors or by resolution of the committee or subcommittee; (ii) special meetings of committees or subcommittees may also be called by resolution of the Board of Directors or the committee or the subcommittee; and (iii) notice of special meetings of committees and subcommittees shall also be given to all alternate members who shall have the right to attend all meetings of the committee or subcommittee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

4.4 SUBCOMMITTEES

Unless otherwise provided in the certificate of incorporation, these bylaws or the resolutions of the Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

ARTICLE V - OFFICERS

5.1 OFFICERS

The officers of the Company shall be a president and a secretary. The Company may also have, at the discretion of the Board of Directors, a chairperson of the Board of Directors, a vice chairperson of the Board of Directors, a chief executive officer, a chief financial officer or treasurer, one or more vice presidents, one or more assistant vice presidents, one or more assistant treasurers, one or more assistant secretaries and any such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person.

5.2 APPOINTMENT OF OFFICERS

The Board of Directors shall appoint the officers of the Company, except such officers as may be appointed in accordance with the provisions of Section 5.3 of these bylaws, subject to the rights, if any, of an officer under any contract of employment.

5.3 SUBORDINATE OFFICERS

The Board of Directors may appoint, or empower any officer to appoint, such other officers as the business of the Company may require. Each of such officers shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as determined from time to time by the Board of Directors, any duly authorized committee or subcommittee thereof or by any officer who has been conferred such power of determination.

5.4 REMOVAL AND RESIGNATION OF OFFICERS

(a) Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors or, for the avoidance of doubt, any duly authorized committee or subcommittee thereof or by any officer who has been conferred such power of removal.

(b) Any officer may resign at any time by giving notice, in writing or by electronic transmission, to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

5.5 VACANCIES IN OFFICES

Any vacancy occurring in any office of the Company shall be filled by the Board of Directors or as provided in Section 5.3.

5.6 REPRESENTATION OF SECURITIES OF OTHER ENTITIES

The chairperson of the Board of Directors, the chief executive officer, the president, any vice president, the treasurer, the secretary or assistant secretary of this Company or any other person authorized by the Board of Directors or the chief executive officer, the president or a vice president, is authorized to vote, represent and exercise on behalf of this Company all rights incident to any and all shares or other securities of any other entity or entities, and all rights incident to any management authority conferred on the Company in accordance with the governing documents of any entity or entities, standing in the name of this Company, including the right to act by written consent. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

5.7 AUTHORITY AND DUTIES OF OFFICERS

Each officer of the Company shall have such authority and perform such duties in the management of the business of the Company as may be designated from time to time by the Board of Directors, any duly authorized committee or subcommittee thereof or by any officer who has been conferred such power of designation, and, to the extent not so provided, as generally pertain to such office, subject to the control of the Board of Directors.

ARTICLE VI - STOCK

6.1 STOCK CERTIFICATES; PARTLY PAID SHARES

(a) The shares of the Company shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Company. Unless otherwise provided by resolution of the Board of Directors, every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of, the Company by any two officers of the Company representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. The Company shall not have power to issue a certificate in bearer form.

(b) The Company may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly-paid shares, or upon the books and records of the Company in the case of uncertificated partly-paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully-paid shares, the Company shall declare a dividend upon partly-paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

6.2 SPECIAL DESIGNATION ON CERTIFICATES

If the Company is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Company shall issue to represent such class or series of stock; *provided, however*, that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate that the Company shall issue to represent such class or series of stock, a statement that the Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the registered owner thereof shall be given a notice, in writing or by electronic transmission, containing the information required to be set forth or stated on certificates pursuant to this Section 6.2 or Sections 156, 202(a), 218(a) or 364 of the DGCL or with respect to this Section 6.2 a statement that the Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

6.3 LOST CERTIFICATES

Except as provided in this Section 6.3, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Company and cancelled at the same

time. The Company may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

6.4 DIVIDENDS

The Board of Directors, subject to any restrictions contained in the certificate of incorporation or applicable law, may declare and pay dividends upon the shares of the Company's capital stock. Dividends may be paid in cash, in property, or in shares of the Company's capital stock, subject to the provisions of the certificate of incorporation. The Board of Directors may set apart out of any of the funds of the Company available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

6.5 TRANSFER OF STOCK

Transfers of record of shares of stock of the Company shall be made only upon its books by the holders thereof, in person or by an attorney duly authorized, and, if such stock is certificated, upon the surrender of a certificate or certificates for a like number of shares, properly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer.

6.6 STOCK TRANSFER AGREEMENTS

The Company shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Company to restrict the transfer of shares of stock of the Company of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

6.7 REGISTERED STOCKHOLDERS

The Company:

(a) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and notices and to vote as such owner; and

(b) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

6.8 LOCK-UP

(a) Subject to the exceptions set forth in this Section 6.8, the holders (the "**Securityholders**") of Common Stock, par value $0.000001 per share, of the Company ("**Common Stock**"), issued or issuable (i) as consideration pursuant to that certain Agreement and Plan of Merger (the "**Merger Agreement**"), dated as of April 29, 2021, entered into by and among the Company, Sunshine Merger Sub I, Inc., a Delaware corporation, Sunshine Merger Sub II, LLC, a Delaware limited liability company, and Sonder Holdings Inc., a Delaware corporation ("**Old Sonder**"), (ii) upon the exercise of warrants or other convertible securities outstanding as of immediately following the Effective Time (as defined in the Merger Agreement) in respect of warrants or convertible securities of Old Sonder outstanding immediately prior to the Effective Time, (iii) to directors, officers and employees of the Company or its subsidiaries upon the settlement or exercise of stock options, restricted stock units, or

other equity awards outstanding as of immediately following the Effective Time in respect of awards of Old Sonder outstanding immediately prior to the Effective Time or (iv) upon the exchange of any shares of Canadian Exchangeable Common Shares held by the Securityholder immediately after the Effective Time shall not, without the prior written consent of the Board of Directors, (A) lend, sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the 1934 Act, and the rules and regulations of the SEC promulgated thereunder, any shares of such Common Stock held by the Securityholder, other than (1) shares of Common Stock acquired pursuant to a transaction exempt from registration under the Securities Act of 1933, as amended (the "**Securities Act**"), pursuant to a subscription agreement where the issuance of Common Stock occurs on or after the Effective Time or (2) shares of Common Stock issued in connection with the Mergers for equity securities of Old Sonder that had been issued upon the conversion of convertible note securities of Old Sonder (such shares, excluding those in clause (1) and (2) the "**Lock-Up Shares**"), (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of such Lock-Up Shares, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (C) publicly announce any intention to effect any transaction specified in clause (A) or (B) (the actions specified in clauses (A)-(C), collectively, "**Transfer**") during the Lock-Up Period. Capitalized terms used but not otherwise defined in this Section 6.8 will have the meaning ascribed to such term in the Merger Agreement.

For purposes of this Section 6.8, "**Lock-Up Period**" shall mean the period commencing upon the Effective Time and ending on the earliest of (i) the date that is 180 days from the Effective Time or (ii) such date on which the Company completes a liquidation, merger, stock exchange or other similar transaction that results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property.

(b) The restrictions set forth in Section 6.8(a) shall not apply to: (i) for the avoidance of doubt, shares of Common Stock acquired in open market transactions or from the Company pursuant to the Company's employee stock purchase plan; (ii) Transfers of shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock as a bona fide gift to a member of the Securityholder's immediate family; (iii) Transfers of shares of Common Stock to a trust, or other entity formed for estate planning purposes for the primary benefit of the Securityholder's immediate family; (iv) Transfers by will or intestate succession upon the death of the Securityholder; (v) the Transfer of shares of Common Stock pursuant to a qualified domestic order or in connection with a divorce settlement; (vi) if the Securityholder is a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, (A) Transfers to another corporation, partnership, limited liability company, trust or other business entity that controls, is controlled by or is under common control or management with the Securityholder, (B) Transfers from a person who is (1) any investment company registered under the Investment Company Act of 1940 advised or sub-advised by Fidelity Management & Research Company LLC ("**Fidelity**") or any affiliated investment advisor of Fidelity or (2) any mutual fund, pension fund, pooled investment vehicle or institutional client advised or sub-advised by Fidelity or any affiliated investment advisor of Fidelity (each such person, a "**Fidelity Entity**") to another Fidelity Entity, or (C) distributions of shares of Common Stock to partners, limited liability company members or stockholders of the Securityholder; (vii) Transfers to the Company's officers, directors or their affiliates; (viii) transactions in the event of the completion of a liquidation, merger, stock exchange or other similar transaction which results in all of the Company's securityholders having the right to exchange their shares of Common Stock for cash, securities or other property; (ix) the establishment of a trading plan pursuant to Rule 10b5-1 promulgated under the 1934 Act; *provided, however*, that such plan does not provide for

the Transfer of Lock-up Shares during the Lock-Up Period; (x) Transfers to satisfy tax withholding obligations in connection with the exercise of options to purchase shares of Common Stock or the vesting of stock-based awards; *provided*, that any Common Stock issued upon such exercise shall be subject to the terms of this Section 6.8; (xi) Transfers in payment on a "net exercise" or "cashless" basis of the exercise or purchase price with respect to the exercise of options to purchase shares of Common Stock; *provided*, that any Common Stock issued upon such exercise shall be subject to the terms of this Section 6.8; (xii) Transfers to the Company pursuant to any contractual arrangement in effect at the Effective Time that provides for the repurchase by the Company or forfeiture of the Securityholder's Common Stock or options to purchase shares of Common Stock in connection with the termination of the Securityholder's service to the Company; (xiii) (A) transfers of shares of Common Stock (or any securities convertible into or exercisable or exchangeable for the Company's Common Stock) pursuant to a bona fide third-party tender offer for shares of the Company's capital stock made to all holders of the Company's securities, merger, consolidation or other similar transaction approved by the Board of Directors the result of which is that any person (as defined in Section 13(d)(3) of the 1934 Act), or group of persons, other than the Company, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the 1934 Act) of more than 50% of the total voting power of the voting stock of the Company and (B) entry into any lock-up, voting or similar agreement pursuant to which the Securityholder may agree to transfer, sell, tender or otherwise dispose of shares of Common Stock or such other securities in connection with a transaction described in the immediately foregoing (A) above); *provided* that in the event that such change of control transaction is not completed, the Common Stock (or any security convertible into or exercisable or exchangeable for Common Stock) owned by the Securityholder shall remain subject to the restrictions contained in this agreement; *provided, however*, that in the case of clauses (ii) through (vii), the permitted transferees must enter into a written agreement, in substantially the form of this Section 6.8 (it being understood that any references to "immediate family" in the agreement executed by such transferee shall expressly refer only to the immediate family of the Securityholder and not to the immediate family of the transferee), agreeing to be bound by these Transfer restrictions. For purposes of this Section 6.8(b), "**immediate family**" shall mean a spouse, domestic partner, parent, sibling, child or grandchild of the Securityholder or any other person with whom the Securityholder has a relationship by blood, marriage or adoption not more remote than first cousin; and "**affiliate**" shall have the meaning set forth in Rule 405 under the Securities Act.

Notwithstanding anything to the contrary contained in this Section 6.8, if during the Lock-Up Period, the VWAP of Common Stock for 10 trading days within any 20 consecutive trading day period is at least $12.50 per share or $15.00 per share (each subject to adjustment for stock splits, stock dividends, reorganizations and similar transactions) (each, a "**Threshold**"), then commencing immediately on the next trading day following achievement of each such Threshold, 1/3rd of the Lock-Up Shares (rounded up to the nearest whole share) owned by the Securityholder at such time will no longer be subject to the transfer restrictions set forth herein. Any release provided herein may not occur earlier than 90 days following the Effective Time.

(c) Notwithstanding the other provisions set forth in this Section 6.8, the Board of Directors may, in its sole discretion, determine to waive, amend, or repeal any of the obligations set forth herein.

ARTICLE VII - MANNER OF GIVING NOTICE AND WAIVER

7.1 NOTICE OF STOCKHOLDERS' MEETINGS

Notice of any meeting of stockholders shall be given in the manner set forth in the DGCL.

7.2 NOTICE TO STOCKHOLDERS SHARING AN ADDRESS

Except as otherwise prohibited under the DGCL, without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Company under the provisions of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any stockholder who fails to object in writing to the Company, within 60 days of having been given written notice by the Company of its intention to send the single notice, shall be deemed to have consented to receiving such single written notice. This Section 7.2 shall not apply to Sections 164, 296, 311, 312 or 324 of the DGCL.

7.3 NOTICE TO PERSON WITH WHOM COMMUNICATION IS UNLAWFUL

Whenever notice is required to be given, under the DGCL, the certificate of incorporation or these bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Company is such as to require the filing of a certificate under the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

7.4 WAIVER OF NOTICE

Whenever notice is required to be given under any provision of the DGCL, the certificate of incorporation or these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE VIII - INDEMNIFICATION

8.1 INDEMNIFICATION OF DIRECTORS AND OFFICERS IN THIRD PARTY PROCEEDINGS

Subject to the other provisions of this Article VIII, the Company shall indemnify, to the fullest extent permitted by the DGCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") (other than an action by or in the right of the Company) by reason of the fact that such person is or was a director or officer of the Company, or is or was a director or officer of the Company serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or nonprofit entity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding if such person acted

in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

8.2 INDEMNIFICATION OF DIRECTORS AND OFFICERS IN ACTIONS BY OR IN THE RIGHT OF THE COMPANY

Subject to the other provisions of this Article VIII, the Company shall indemnify, to the fullest extent permitted by the DGCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed Proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Company, or is or was a director or officer of the Company serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or nonprofit entity, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such Proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

8.3 SUCCESSFUL DEFENSE

To the extent that a present or former director or officer (for purposes of this Section 8.3 only, as such term is defined in Section 145(c)(1) of the DGCL) of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Section 8.1 or Section 8.2, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith. The Company may indemnify any other person who is not a present or former director or officer of the Company against expenses (including attorneys' fees) actually and reasonably incurred by such person to the extent he or she has been successful on the merits or otherwise in defense of any suit or proceeding described in Section 8.1 or Section 8.2, or in defense of any claim, issue or matter therein.

8.4 INDEMNIFICATION OF OTHERS

Subject to the other provisions of this Article VIII, the Company shall have power to indemnify its employees and agents, or any other persons, to the extent not prohibited by the DGCL or other applicable law. The Board of Directors shall have the power to delegate to any person or persons identified in subsections (1) through (4) of Section 145(d) of the DGCL the determination of whether employees or agents shall be indemnified.

8.5 ADVANCED PAYMENT OF EXPENSES

(a) Expenses (including attorneys' fees) reasonably incurred by an officer or director, or former directors and officers, of the Company in defending any Proceeding shall be paid by

the Company in advance of the final disposition of such Proceeding upon receipt of a written request therefor (together with documentation reasonably evidencing such expenses) and an undertaking by or on behalf of the person to repay such amounts if it shall ultimately be determined that the person is not entitled to be indemnified under this Article VIII or the DGCL. Such expenses (including attorneys' fees) reasonably incurred by former directors and officers or other employees and agents of the Company or by persons serving at the request of the Company as directors, officers, employees or agents of another corporation, partnership, joint venture, trust, other enterprise or nonprofit entity may be so paid upon such terms and conditions, if any, as the Company deems appropriate. The right to advancement of expenses shall not apply to any Proceeding (or any part of any Proceeding) for which indemnity is excluded pursuant to these bylaws, but shall apply to any Proceeding (or any part of any Proceeding) referenced in Section 8.6(b) or 8.6(c) prior to a determination that the person is not entitled to be indemnified by the Company.

(b) Notwithstanding the foregoing, unless otherwise determined pursuant to Section 8.8, no advance shall be made by the Company to an officer of the Company (except by reason of the fact that such officer is or was a director of the Company, in which event this paragraph shall not apply) in any Proceeding if a determination is reasonably and promptly made (i) by a vote of a majority of the directors who are not parties to such Proceeding, even though less than a quorum, (ii) by a committee of such directors designated by the vote of the majority of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, that facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Company.

8.6 LIMITATION ON INDEMNIFICATION

Subject to the requirements in Section 8.3 and the DGCL, the Company shall not be obligated to indemnify any person pursuant to this Article VIII in connection with any Proceeding (or any part of any Proceeding):

(a) for which payment has actually been made to or on behalf of such person under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(b) for an accounting or disgorgement of profits pursuant to Section 16(b) of the 1934 Act, or similar provisions of federal, state or local statutory law or common law, if such person is held liable therefor (including pursuant to any settlement arrangements);

(c) for any reimbursement of the Company by such person of any bonus or other incentive-based or equity-based compensation or of any profits realized by such person from the sale of securities of the Company, as required in each case under the 1934 Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Company of profits arising from the purchase and sale by such person of securities in violation of Section 306 of the Sarbanes-Oxley Act), if such person is held liable therefor (including pursuant to any settlement arrangements);

(d) initiated by such person, including any Proceeding (or any part of any Proceeding) initiated by such person against the Company or its directors, officers, employees, agents or other indemnitees, unless (i) the Board of Directors authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion,

pursuant to the powers vested in the Company under applicable law, (iii) otherwise required to be made under Section 8.7 or (iv) otherwise required by applicable law; or

(e) if prohibited by applicable law.

8.7 DETERMINATION; CLAIM

If a claim for indemnification or advancement of expenses under this Article VIII is not paid in full within 90 days after receipt by the Company of the written request therefor, the claimant shall be entitled to an adjudication by a court of competent jurisdiction of his or her entitlement to such indemnification or advancement of expenses. The Company shall indemnify such person against any and all expenses that are actually and reasonably incurred by such person in connection with any action for indemnification or advancement of expenses from the Company under this Article VIII, to the extent such person is successful in such action, and to the extent not prohibited by law. In any such suit, the Company shall, to the fullest extent not prohibited by law, have the burden of proving that the claimant is not entitled to the requested indemnification or advancement of expenses.

8.8 NON-EXCLUSIVITY OF RIGHTS

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the certificate of incorporation or any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. The Company is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advancement of expenses, to the fullest extent not prohibited by the DGCL or other applicable law.

8.9 INSURANCE

The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or nonprofit entity against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of the DGCL.

8.10 SURVIVAL

The rights to indemnification and advancement of expenses conferred by this Article VIII shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

8.11 EFFECT OF REPEAL OR MODIFICATION

A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to or repeal or elimination of the certificate of incorporation or these bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

8.12 CERTAIN DEFINITIONS

For purposes of this Article VIII, references to the "**Company**" shall include, in addition to the resulting company, any constituent company (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent company, or is or was serving at the request of such constituent company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or nonprofit entity, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving company as such person would have with respect to such constituent company if its separate existence had continued. For purposes of this Article VIII, references to "**other enterprises**" shall include employee benefit plans; references to "**fines**" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "**serving at the request of the Company**" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "**not opposed to the best interests of the Company**" as referred to in this Article VIII.

ARTICLE IX - GENERAL MATTERS

9.1 EXECUTION OF CORPORATE CONTRACTS AND INSTRUMENTS

Except as otherwise provided by law, the certificate of incorporation or these bylaws, the Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute any document or instrument in the name of and on behalf of the Company; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Company by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

9.2 FISCAL YEAR

The fiscal year of the Company shall be fixed by resolution of the Board of Directors and may be changed by the Board of Directors.

9.3 SEAL

The Company may adopt a corporate seal, which shall be adopted and which may be altered by the Board of Directors. The Company may use the corporate seal by causing it or a facsimile or copy thereof to be impressed or affixed or in any other manner reproduced.

9.4 CONSTRUCTION; DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the DGCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "**person**" includes a corporation, partnership, limited liability company, joint venture, trust, other enterprise or nonprofit entity, and a natural person. Any reference in these bylaws to a section of the DGCL shall be deemed to refer to such section as amended from time to time and any successor provisions thereto.

9.5 FORUM SELECTION

(a) Unless the Company consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another State court in Delaware or the federal district court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, stockholder, officer or other employee of the Company to the Company or the Company's stockholders, (iii) any action arising pursuant to any provision of the DGCL or the certificate of incorporation or these bylaws (as either may be amended from time to time) or (iv) any action asserting a claim governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which such court determines that there is an indispensable party not subject to the jurisdiction of such court (and the indispensable party does not consent to the personal jurisdiction of such court within 10 days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than such court or for which such court does not have subject matter jurisdiction.

(b) Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, against any person in connection with any offering of the Company's securities, including, without limitation and for the avoidance of doubt, any auditor, underwriter, expert, control person, or other defendant.

(c) Any person or entity purchasing or otherwise acquiring any interest in any security of the Company shall be deemed to have notice of and consented to the provisions of this Section 9.5. This provision shall be enforceable by any party to a complaint covered by the provisions of this Section 9.5. For the avoidance of doubt, nothing contained in this Section 9.5 shall apply to any action brought to enforce a duty or liability created by the 1934 Act or any successor thereto.

ARTICLE X - AMENDMENTS

These bylaws may be adopted, amended or repealed by the stockholders entitled to vote; *provided*, *however*, that the affirmative vote of the holders of at least 66 2/3% of the total voting power of outstanding voting securities, voting together as a single class, shall be required for the stockholders of the Company to alter, amend or repeal, or adopt any bylaw inconsistent with, the following provisions of these bylaws: Article II, Sections 3.1, 3.2, 3.4 and 3.11 of Article III, Article VIII, Section 9.5 of Article IX or this Article X (including, without limitation any such Article or Section as renumbered as a result of any amendment, alteration, change, repeal, or adoption of any other bylaw). The Board of Directors shall also have the power to adopt, amend or repeal bylaws; *provided*, *however*, that a bylaw amendment adopted by stockholders which specifies the votes that shall be necessary for the election of directors shall not be further amended or repealed by the Board of Directors.

Exhibit 4.1

NUMBER NUMBER C SHARES

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP 83542D 102

SONDER HOLDINGS INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
CLASS A COMMON STOCK

This Certifies that _____

is the owner of _____

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK, PAR VALUE OF $0.0001 PER SHARE, OF

SONDER HOLDINGS INC.
(THE "COMPANY")

transferable on the books of the Company in person or by duly authorized attorney upon surrender of this certificate properly endorsed.

This certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.

Witness the seal of the Company and the facsimile signatures of its duly authorized officers.

[Corporate Seal]
Delaware

Secretary _____

Chief Executive Officer _____

SONDER HOLDINGS INC.

The Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof of the Company and the qualifications, limitations, or restrictions of such preferences and/or rights. This certificate and the shares of common stock represented hereby are issued and shall be held subject to all the provisions of the Company's certificate of incorporation and all amendments thereto and resolutions of the Board of Directors providing for the issue of securities (copies of which may be obtained from the secretary of the Company), to all of which the holder of this certificate by acceptance hereof assents.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common

TEN ENT — as tenants by the entireties

JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT — _____ (Cust) Custodian _____ (Minor)

Under Uniform Gifts to Minors Act

_____ (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ *hereby sells, assigns and transfers unto*

_____

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER(S) OF ASSIGNEE(S))

_____

(PLEASE PRINT OR TYPEWRITE NAME(S) AND ADDRESS(ES), INCLUDING ZIP CODE, OF ASSIGNEE(S))

_____

_____

Shares of the capital stock represented by the within Certificate, and does hereby irrevocably constitute and appoint

_____

Attorney to transfer the said shares on the books of the within named Company with full power of substitution in the premises.

Dated:

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed:

By

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED).

Exhibit 10.4

CONFIDENTIAL

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of January 18, 2022, is made and entered into by and among (i) Sonder Holdings Inc. (f/k/a Gores Metropoulos II, Inc.), a Delaware corporation (the "***Company***"), (ii) GM Sponsor II, LLC, a Delaware limited liability company ("***GMS***"), (iii) HRM Holdings II LLC, a Delaware limited liability company ("***HRM***"; and, together with GMS, the "***Sponsor Members***"), (iv) Randall Bort, (v) Michael Cramer, (vi) Joseph Gatto (together with Randall Bort, Michael Cramer, the Sponsor and the Sponsor Members and their respective Permitted Transferees (as defined herein), the "***Gores Holders***") and (vii) the stockholders of Sonder Holdings Inc., a Delaware corporation ("***Sonder***"), party hereto (such stockholders, and their respective Permitted Transferees, the "***Sonder Holders***"). The Gores Holders, the Sonder Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, a "***Holder***" and collectively the "***Holders***."

RECITALS

WHEREAS, the Company and Gores Metropoulos Sponsor II, LLC, a Delaware limited liability company (the "***Sponsor***"), have entered into that certain Securities Subscription Agreement (the "***Founder Shares Purchase Agreement***"), dated as of July 23, 2020, pursuant to which the Sponsor purchased an aggregate of 11,500,000 shares (the "***Founder Shares***") of the Company's Class F common stock, par value $0.0001 per share (the "***Class F Common Stock***"). On January 12, 2021, the Sponsor transferred an aggregate of 75,000 shares of Class F Common Stock to the other Gores Holders. On March 8, 2021, the Sponsor forfeited 250,000 Founder Shares following the expiration of the underwriters' overallotment option, resulting in 11,250,000 Founder Shares outstanding. On January 11, 2022, the Sponsor transferred an aggregate of 9,897,715 Founder Shares to the Sponsor Members, resulting in the Sponsor holding 1,277,285 Founder Shares which were canceled on the date hereof;

WHEREAS, upon the closing of the transactions (the "***Transactions***") contemplated by that certain Agreement and Plan of Merger, dated April 29, 2021, by and among the Company, Sunshine Merger Sub I, Inc., a Delaware corporation and wholly-owned subsidiary of Merger Sub II, Sunshine Merger Sub II, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Company ("***Merger Sub II***"), and Sonder, as amended by that certain Amendment No. 1 to the Agreement and Plan of Merger, dated as of October 27, 2021, by and among the parties to the Agreement and Plan of Merger (together, the "***Merger Agreement***"), 11,250,000 Founder Shares were converted into shares of the Company's common stock, par value $0.0001 per share (the "***Common Stock***"), on a one-to-one basis;

WHEREAS, on January 19, 2021, the Company and the Sponsor entered into that certain Sponsor Warrants Purchase Agreement, pursuant to which the Sponsor purchased 5,500,000 warrants (the "***Private Placement Warrants***"), in a private placement transaction occurring simultaneously with the closing of the Company's initial public offering on January 22, 2021. On January 11, 2022, the Sponsor transferred all of the Private Placement Warrants to the Sponsor Members;

WHEREAS, on January 22, 2021, the Company and the Gores Holders entered into that certain Registration Rights Agreement (the "***Existing Registration Rights Agreement***"), pursuant to which the Company granted the Gores Holders certain registration rights with respect to certain securities of the Company;

WHEREAS, immediately after giving effect to the Transactions, in accordance with the Merger Agreement, the Sonder Holders shall receive shares of Common Stock;

WHEREAS, the Sonder Holders may receive additional shares of Common Stock (the "***Earn Out Shares***") pursuant to the earn out provisions of the Merger Agreement;

WHEREAS, pursuant to Section 5.5 of the Existing Registration Rights Agreement, the provisions, covenants and conditions set forth therein may be amended or modified upon the written consent of the Company and the Holders (as defined in the Existing Registration Rights Agreement) of at least a majority-in-interest of the Registrable Securities (as defined in the Existing Registration Rights Agreement) at the time in question; and

WHEREAS, the Company and the Gores Holders desire to amend and restate the Existing Registration Rights Agreement pursuant to Section 5.5 thereof in order to provide the Holders with registration rights with respect to the Registrable Securities on the terms set forth herein.

NOW, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. The terms defined in this *Article I* shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer of the Company or the Board, after consultation with counsel to the Company, (a) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any Misstatement, (b) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, and (c) the Company has a *bona fide* business purpose for not making such information public.

"***Affiliate***" means, (a) with respect to a specified Person, each other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified and (b) with respect to Fidelity and each Fidelity Holder, any investment company registered under the Investment Company Act of 1940 advised or sub-advised by Fidelity or any affiliated investment advisor of Fidelity, one or more mutual fund, pension fund, pooled investment vehicle or institutional client advised or sub-advised by Fidelity or any affiliated investment advisor of Fidelity; provided, however, that no Holder shall be deemed an Affiliate of any other Holder solely by reason of an investment in, or holding of Common Stock (or securities convertible or exchangeable for share of Common Stock) of, the Company. As used in this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities or by contract or other agreement); provided, however, that in no event shall the term "Affiliate" include any portfolio company of any Holder or their respective Affiliates (other than the Company).

"***Aggregate Blocking Period***" shall have the meaning given in Section 2.4.

"***Agreement***" shall have the meaning given in the Preamble.

"***Block Trade***" means a registered offering and/or sale of Registrable Securities yielding aggregate gross proceeds in excess of $25,000,000 by any Holder on a coordinated or underwritten basis commonly known as a "block trade" (whether firm commitment or otherwise) not involving a roadshow or other substantial marketing efforts prior to pricing, including, without limitation, a same day trade, overnight trade or similar transaction.

"***Board***" shall mean the Board of Directors of the Company.

"***Claims***" shall have the meaning given in subsection 4.1.1.

"***Class F Common Stock***" shall have the meaning given in the Recitals hereto.

"***Closing Date***" shall mean the date of this Agreement.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Commission Guidance***" means (a) any publicly-available written guidance of the Commission staff, or any comments, requirements or requests of the Commission staff and (b) the Securities Act.

"***Common Stock***" shall have the meaning given in the Recitals hereto.

"***Company***" shall have the meaning given in the Preamble.

"***Company Shelf Takedown Notice***" shall have the meaning given in subsection 2.1.3.

"***Demand Registration***" shall have the meaning given in subsection 2.2.1.

"***Demanding Holder***" shall mean, as applicable, (a) the applicable Holders making a written demand for the Registration of Registrable Securities pursuant to subsection 2.2.1, collectively, or (b) the applicable Holders making a written demand for a Shelf Underwritten Offering of Registrable Securities pursuant to subsection 2.1.3, collectively.

"***Earn Out Shares***" shall have the meaning given in the Merger Agreement.

"***Effectiveness Deadline***" shall have the meaning given in subsection 2.1.1.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Existing Registration Rights Agreement***" shall have the meaning given in the Recitals hereto.

"***Fidelity***" shall mean Fidelity Management & Research Company LLC, and any successor or affiliated registered investment advisor to the Fidelity Holders.

"***Fidelity Holder***" shall mean any Holder that is advised or sub-advised by Fidelity.

"***FINRA***" means the Financial Industry Regulatory Authority, Inc. or any successor thereto.

"***Form S-1 Shelf***" shall have the meaning given in subsection 2.1.2.

"***Form S-3 Shelf***" shall have the meaning given in subsection 2.1.2.

"***Founder Shares***" shall have the meaning given in the Recitals hereto and shall be deemed to include the shares of Common Stock issued upon conversion thereof.

"***Founder Shares Lock-up Period***" shall mean, with respect to the Founder Shares, the period ending 180 days following the Closing Date, *provided*, *however*, if the VWAP of Common Stock for any ten (10) trading days within any twenty (20) consecutive trading day period is at least $12.50 per share or $15.00 per share (each subject to adjustment for stock splits, stock dividends, reorganizations and similar transactions)(each a "***Threshold***"), then commencing immediately on the next trading day following achievement of each such Threshold, 1/3rd of the Founder Shares (rounded up to the nearest whole share) owned by the Founder at such time will no longer be subject to the lock-up restrictions set forth herein, *provided*, *further*, that any release provided herein does not occur earlier than 90 days following the Closing Date.

"***Founder Shares Purchase Agreement***" shall have the meaning given in the Recitals hereto.

"***Gores Holders***" shall have the meaning given in the Preamble.

"***Gores-Sonder Holders***" shall mean the Gores Holders together with the Sonder Holders.

"***Insider Letters***" shall mean those certain letter agreements, dated as of January 22, 2021, by and between the Company and each of the Company's officers, directors, director nominees and the Sponsor.

"***Maximum Number of Securities***" shall have the meaning given in subsection 2.2.4.

"***Merger Agreement***" shall have the meaning given in the Recitals hereto.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of any Prospectus or any preliminary Prospectus, in the light of the circumstances under which they were made) not misleading.

"***NPA***" means that certain Note Purchase Agreement, dated on or about March 12, 2021, between Sonder Holdings Inc. and the other parties thereto, as may be amended from time to time.

"***Permitted Transferees***" shall mean a person or entity to whom a Gores Holder or a Sonder Holder of Registrable Securities is permitted to Transfer such Registrable Securities prior to the expiration of the Founder Shares Lock-up Period or Private Placement Lock-up Period, as the case may be, under the Insider Letters, the bylaws of the Company as in effect from time to time or any other applicable agreement between such Gores Holder or such Sonder Holder, as applicable, and the Company.

"***Person***" shall mean any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

"***Piggyback Registration***" shall have the meaning given in subsection 2.3.1.

"***Private Placement Lock-up Period***" shall mean, with respect to Private Placement Warrants that are held by the initial purchasers of such Private Placement Warrants or their Permitted Transferees, and any of the Common Stock issued or issuable upon the exercise or conversion of the Private Placement Warrants and that are held by the initial purchasers of the Private Placement Warrants or their Permitted Transferees, the period ending 30 days after the Closing Date.

"***Private Placement Warrants***" shall have the meaning given in the Recitals hereto.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) any outstanding share of Common Stock and the Private Placement Warrants held by a Holder (i) as of the date of this Agreement or (ii) hereafter acquired by a Holder to the extent such shares of Common Stock or Private Placement Warrants are "restricted securities" (as defined in Rule 144) or are otherwise held by an "affiliate" (as defined in Rule 144) of the Company; (b) any share of Common Stock issued upon the conversion of the Founder Shares and upon the exercise of any Private Placement Warrants held by a Holder; (c) any share of Common Stock issued or issuable as Earn Out Shares to the Sonder Holders; (d) Common Stock issued or issuable upon conversion of the secured convertible promissory notes or upon exercise of the warrants issued pursuant to the NPA and (e) any other equity security of the Company issued or issuable with respect to any such share of Common Stock referred to in the foregoing clauses (a) through (d) by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged by the applicable Holder in accordance with such Registration Statement; (ii) such securities shall have been otherwise transferred, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iii) such securities shall have ceased to be outstanding; or (iv) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration, including a Shelf Underwritten Offering, effected by preparing and filing a registration statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"***Registration Expenses***" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(a) all registration and filing fees (including fees with respect to filings required to be made with FINRA) and any national securities exchange on which the Common Stock is then listed;

(b) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(c) fees and disbursements of underwriters customarily paid by issuers or sellers of securities, but excluding underwriter discounts and commissions and transfer taxes, if any;

(d) printing, messenger, telephone and delivery and road show or other marketing expenses;

(e) reasonable fees and disbursements of counsel for the Company;

(f) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(g) reasonable fees and expenses of one (1) legal counsel (and any local or foreign counsel) selected by (i) in the case of a Demand Registration pursuant to Section 2.2 or a Shelf Underwritten Offering pursuant to Section 2.1, a majority-in-interest of the Demanding Holders initiating a Demand Registration or Shelf Underwritten Offering (including, without limitation, a Block Trade), as applicable, or (ii) in the case of a Registration under Section 2.3 initiated by the Company for its own account or that of a Company stockholder other than pursuant to rights under this Agreement, a majority-in-interest of participating Holders.

"***Registration Statement***" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Removed Shares***" shall have the meaning given in Section 2.6.

"***Requesting Holder***" shall have the meaning given in subsection 2.2.1.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Shelf Takedown Notice***" shall have the meaning given in subsection 2.1.3.

"***Shelf Underwritten Offering***" shall have the meaning given in subsection 2.1.3.

"***Sonder***" shall have the meaning given in the Preamble.

"***Sonder Holders***" shall have the meaning given in the Preamble.

"***Sonder Non-Affiliate Holder***" shall mean a Sonder Holder who is not an "affiliate" as defined in Rule 144 of the Securities Act.

"***Sponsor***" shall have the meaning given in the Preamble.

"***Subscription Agreements***" shall mean those certain subscription agreements dated April 29, 2021 and October 27, 2021, by and between the Company and certain subscribers to shares of Common Stock.

"***Transactions***" shall have the meaning given in the Recitals hereto.

"***Transfer***" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any swap

or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Registration***" or "***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"***VWAP***" shall mean, with respect to any security, for each trading day, the daily volume weighted average price (based on such trading day) of such security on the Nasdaq Stock Market or such other securities exchange on which such security is traded as reported by Bloomberg Financial L.P. using the AQR function.

ARTICLE II
REGISTRATIONS

2.1 Shelf Registration.

2.1.1 The Company shall, as soon as reasonably practicable, but in any event within thirty (30) days after the Closing Date, file a Registration Statement under the Securities Act to permit the public resale of all the Registrable Securities held by the Holders from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) on the terms and conditions specified in this subsection 2.1.1 and shall use its reasonable best efforts to cause such Registration Statement to be declared effective as soon as practicable after the filing thereof, but in no event later than sixty (60) days following the filing deadline (the "***Effectiveness Deadline***"); provided, that the Effectiveness Deadline shall be extended to ninety (90) days after the filing deadline if the Registration Statement is reviewed by, and receives comments from, the Commission. The Registration Statement filed with the Commission pursuant to this subsection 2.1.1 shall be on Form S-3 or, if Form S-3 is not then available to the Company, on Form S-1 or such other form of registration statement as is then available to effect a registration for resale of such Registrable Securities, covering such Registrable Securities, and shall contain a Prospectus in such form as to permit any Holder to sell such Registrable Securities pursuant to Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) at any time beginning on the effective date for such Registration Statement. A Registration Statement filed pursuant to this subsection 2.1.1 shall provide for the resale pursuant to any method or combination of methods legally available to, and requested by, the Holders. The Company shall use its best efforts to cause a Registration Statement filed pursuant to this subsection 2.1.1 to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available or, if not available, that another Registration Statement is available, for the resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities. As soon as practicable following the effective date of a Registration Statement filed pursuant to this subsection 2.1.1, but in any event within one (1) business day of such date, the Company shall notify the Holders of the effectiveness of such Registration Statement. When effective, a Registration Statement filed pursuant to this subsection 2.1.1 (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any Prospectus contained in such Registration Statement, in the light of the circumstances under which such statement is made).

2.1.2 If the Company files a shelf registration statement on Form S-3 (a "***Form S-3 Shelf***") and thereafter the Company becomes ineligible to use Form S-3 for secondary sales, the Company shall use its best efforts to file a shelf registration on Form S-1 (a "***Form S-1 Shelf***") as promptly as practicable to replace the Form S-3 Shelf and to have the Form S-1 Shelf declared effective as promptly as practicable and to cause such Form S-1 Shelf to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available or, if not available, that another Registration Statement is available, for the resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be

Registrable Securities. Upon such date as the Company becomes eligible to use Form S-3 for secondary sales or, in the case of a Form S-1 Shelf filed to register the resale of Removed Shares pursuant to Section 2.6 hereof, upon such date as the Company becomes eligible to register all of the Removed Shares for resale on a Form S-3 Shelf pursuant to the Commission Guidance and, if applicable, without a requirement that any of the Gores-Sonder Holders be named as an "underwriter" therein, the Company shall use its best efforts to file a Form S-3 Shelf as promptly as practicable to replace the applicable Form S-1 Shelf and to have the Form S-3 Shelf declared effective as promptly as practicable and to cause such Form S-3 Shelf to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available or, if not available, that another Registration Statement is available, for the resale of all the Registrable Securities thereunder held by the applicable Holders until all such Registrable Securities have ceased to be Registrable Securities.

2.1.3 At any time and from time to time following the effectiveness of the shelf registration statement required by subsection 2.1.1, any Holder may request to sell all or a portion of their Registrable Securities in an underwritten offering that is registered pursuant to such shelf registration statement, including a Block Trade (a "***Shelf Underwritten Offering***"), provided that such Holder(s) (a) reasonably expects to sell Registrable Securities yielding aggregate gross proceeds in excess of $25,000,000 from such Shelf Underwritten Offering or (b) reasonably expects to sell all of the Registrable Securities held by such Holder in such Shelf Underwritten Offering (the amount of Registrable securities pursuant to clause (a) or (b), as applicable, the "***Minimum Amount***"). All requests for a Shelf Underwritten Offering shall be made by giving written notice to the Company (the "***Shelf Takedown Notice***"). Each Shelf Takedown Notice shall specify the approximate number of Registrable Securities proposed to be sold in the Shelf Underwritten Offering and the expected price range (net of underwriting discounts and commissions) of such Shelf Underwritten Offering. Except with respect to any Registrable Securities distributed by the Sponsor to its members following the expiration of the Founder Shares Lock-up Period or the Private Placement Lock-up Period, as applicable, within three (3) days after receipt of any Shelf Takedown Notice, the Company shall give written notice of such requested Shelf Underwritten Offering to all other Holders of Registrable Securities (the "***Company Shelf Takedown Notice***") and, subject to the provisions of subsection 2.2.4, shall include in such Shelf Underwritten Offering all Registrable Securities (except, in connection with a Shelf Registration Notice by the Gores Holders, any Registrable Securities held by Sonder Non-Affiliate Holders) with respect to which the Company has received written requests for inclusion therein, within five (5) days after sending the Company Shelf Takedown Notice, or, in the case of a Block Trade, as provided in Section 2.5. In no event will the Sonder Non-Affiliate Holders be entitled to participate in a Shelf Underwritten Offering requested by the Gores Demanding Holders. The Company shall enter into an underwriting agreement in a form as is customary in Underwritten Offerings of securities by the Company with the managing Underwriter or Underwriters selected by the Holders requesting such Shelf Underwritten Offering after consultation with the Company (which managing Underwriter or Underwriters shall be subject to approval of the Company, which approval shall not be unreasonably withheld) and shall take all such other reasonable actions as are requested by the managing Underwriter or Underwriters in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms of this Agreement. In connection with any Shelf Underwritten Offering contemplated by this subsection 2.1.3, subject to Section 3.3 and *Article IV*, the underwriting agreement into which each Holder and the Company shall enter shall contain such representations, covenants, indemnities and other rights and obligations as are customary in underwritten offerings of securities by the Company.

2.2 Demand Registration.

2.2.1 Request for Registration. Subject to the provisions of subsection 2.2.5 and Sections 2.4 and 3.4 hereof, at any time and from time to time after the date the Closing Date, each of (a) the Gores Holders of at least a majority in interest of the then-outstanding number of Registrable Securities held by the Gores Holders (the "***Gores Demanding Holders***"), and (b) the Sonder Holders of at least a majority in interest of the then-outstanding number of Registrable Securities held by the Sonder Holders (the "***Sonder Demanding Holders***," together with the Gores Demanding Holders, the "***Demanding Holders***"), may make a written demand for Registration of all or part of their Registrable Securities, on (i) Form S-1 or (ii) if available, Form S-3, which in the case of either clause (i) or (ii), may be a shelf registration statement filed pursuant to Rule 415 under the Securities Act, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "***Demand Registration***"). The Company shall, promptly following the

Company's receipt of a Demand Registration, notify, in writing, all other Holders of Registrable Securities (other than (i) a Demand Registration with respect to any Registrable Securities to be distributed by the Sponsor to its members following the expiration of the Founder Shares Lock-up Period or the Private Placement Lock-up Period, as applicable and (ii) Sonder Non-Affiliate Holders in connection with a Demand Registration by the Gores Demanding Holders) of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "***Requesting Holder***") shall so notify the Company, in writing, within five (5) days after the receipt by the Holder of the notice from the Company. In no event will the Sonder Non-Affiliate Holders be entitled to participate in a Demand Registration requested by the Gores Demanding Holders. For the avoidance of doubt, to the extent a Requesting Holder also separately possesses Demand Registration rights pursuant to this Section 2.2, but is not the Holder who exercises such Demand Registration rights, the exercise by such Requesting Holder of its rights pursuant to the foregoing sentence shall not count as the exercise by it of one of its Demand Registration rights. Upon receipt by the Company of any such written notification from a Requesting Holder(s) to the Company, subject to subsection 2.2.4 below, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, but not more than forty-five (45) days following the Company's receipt of the Demand Registration, for Registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration. The Company shall not be obligated to effect more than (A) an aggregate of six (6) Registrations pursuant to a Demand Registration initiated by the Gores Holders and (B) an aggregate of six (6) Registrations pursuant to a Demand Registration initiated by the Sonder Holders, in each case under this subsection 2.2 with respect to any or all Registrable Securities; provided, however, that a Registration shall not be counted for such purposes unless a Registration Statement that may be available at such time has become effective and all of the Registrable Securities requested by the Requesting Holders to be registered on behalf of the Demanding Holders and the Requesting Holders in such Registration have been sold, in accordance with Section 3.1 of this Agreement; provided further, that if after a Demanding Holder executes the maximum number of Demand Registrations permitted hereunder and the related offerings are completed, such Demanding Holder continues to hold Registrable Securities that would reasonably exceed the Minimum Amount if sold in a single public offering, such Demanding Holder shall have the right to execute at least one (1) additional Demand Registration.

2.2.2 Effective Registration. Notwithstanding the provisions of subsection 2.2.1 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (a) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and (b) the Company has complied with all of its obligations under this Agreement with respect thereto; provided further, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency, the Registration Statement with respect to such Registration shall be deemed not to have been declared effective unless and until (i) such stop order or injunction is removed, rescinded or otherwise terminated and (ii) a majority-in-interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing, but in no event later than five (5) days after the removal, rescission or other termination of such stop order or injunction, of such election; provided further, that the Company shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration by the same Demanding Holder becomes effective or is subsequently terminated.

2.2.3 Underwritten Offering. Subject to the provisions of subsection 2.2.4 and Sections 2.4 and 3.4 hereof, if a majority-in-interest of the Demanding Holders so advise the Company as part of their Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Offering, then the right of such Demanding Holder or Requesting Holder (if any) to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in such Underwritten Offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.3, subject to Section 3.3 and *Article IV*, shall enter into an

underwriting agreement in customary form with the Company and the Underwriter(s) selected for such Underwritten Offering by a majority-in-interest of the Demanding Holders initiating the Demand Registration, which managing Underwriter or Underwriters shall be subject to approval of the Company, which approval shall not be unreasonably withheld.

2.2.4 Reduction of Underwritten Offering. If a Demand Registration is to be an Underwritten Offering and the managing Underwriter or Underwriters, in good faith, advises the Company, the Demanding Holders and the Requesting Holders (if any) in writing, in its or their opinion, that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Common Stock or other equity securities that the Company desires to sell for its own account and the shares of Common Stock, if any, that have been requested to be sold in such Demand Registration pursuant to separate written contractual piggy-back registration rights held by any other stockholders of the Company, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in such Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering: (a) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the total amount of Registrable Securities held by each such Demanding Holder and Requesting Holder (if any) (such proportion is referred to herein as "***Pro Rata***")) that can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the shares of Common Stock or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; and (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the shares of Common Stock or other equity securities of other Persons that the Company is obligated to include in such Demand Registration pursuant to separate written contractual arrangements with such Persons and that can be sold without exceeding the Maximum Number of Securities.

2.2.5 Demand Registration Withdrawal. A Demanding Holder or a Requesting Holder shall have the right to withdraw all or a portion of its Registrable Securities included in a Demand Registration pursuant to subsection 2.2.1 or a Shelf Underwritten Offering pursuant to subsection 2.1.3 for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of its intention to so withdraw at any time prior to (a) in the case of a Demand Registration not involving an Underwritten Offering, the effectiveness of the applicable Registration Statement, or (b) in the case of any Demand Registration involving an Underwritten Offering or any Shelf Underwritten Offering, prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Offering or Shelf Underwritten Offering; provided, however, that upon withdrawal by a majority-in-interest of the Demanding Holders initiating a Demand Registration (or in the case of a Shelf Underwritten Offering, withdrawal of an amount of Registrable Securities included by the Holders in such Shelf Underwritten Offering, in their capacity as Demanding Holders, being less than the Minimum Amount), the Company shall cease all efforts to secure effectiveness of the applicable Registration Statement or complete the Underwritten Offering, as applicable. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to a Demand Registration or a Shelf Underwritten Offering prior to and including its withdrawal under this subsection 2.2.5.

2.3 Piggyback Registration.

2.3.1 Piggyback Rights. If the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, pursuant to Section 2 hereof), other than a Registration Statement (a) filed in connection with any employee stock option or other benefit plan, (b) for an exchange offer or offering of securities solely to the Company's existing stockholders, (c) for an offering of debt that is convertible into equity securities of the Company, (d) for a dividend reinvestment plan, or (e) filed pursuant to subsection 2.2.1, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities (excluding (i) the Sponsor with respect to the Registrable Securities

distributed by the Sponsor to its members following the expiration of the Founder Shares Lock-Up Period or the Private Placement Lock-Up Period, as applicable and (ii) Sonder Non-Affiliate Holders in connection with a Demand Registration requested by the Gores Demanding Holders) as soon as practicable but not less than twenty (20) days (or, in the case of a Block Trade, three (3) business days) before the anticipated filing date of such Registration Statement, which notice shall (i) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution (including whether such registration will be pursuant to a shelf registration statement), and the proposed price and name of the proposed managing Underwriter or Underwriters, if any, in such offering, (ii) such Holders' rights under this Section 2.3 and (iii) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within ten (10) days after receipt of such written notice (or in the case of a Block Trade, within two (2) business days) (such Registration a "***Piggyback Registration***"). In no event will the Sonder Non-Affiliate Holders be entitled to participate in a Demand Registration or Block Trade requested by the Gores Demanding Holders. The Company shall, in good faith, cause such Registrable Securities identified in a Holder's response notice described in the foregoing sentence to be included in such Piggyback Registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering, if any, to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.3.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company or Company stockholder(s) for whose account of Registration Statement is to be filed included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.3.1, subject to Section 3.3 and *Article IV*, shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company or Company stockholder(s) for whose account the Registration Statement is to be filed. For purposes of this Section 2.3, the filing by the Company of an automatic shelf registration statement for offerings pursuant to Rule 415(a) that omits information with respect to any specific offering pursuant to Rule 430B shall not trigger any notification or participation rights hereunder until such time as the Company amends or supplements such Registration Statement to include information with respect to a specific offering of Securities (and such amendment or supplement shall trigger the notice and participation rights provided for in this Section 2.3).

2.3.2 Reduction of Piggyback Registration. If a Piggyback Registration is to be an Underwritten Offering and the managing Underwriter or Underwriters, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing, in its or their opinion, that the dollar amount or number of shares of Common Stock that the Company desires to sell, taken together with (a) the shares of Common Stock, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with Persons other than the Holders of Registrable Securities hereunder, (b) the Registrable Securities as to which registration has been requested pursuant Section 2.33 hereof, and (c) the shares of Common Stock, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

2.3.2.1 if the Registration is undertaken for the Company's account, the Company shall include in any such Registration (a) first, the Common Stock or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.3.1 hereof, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; and (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Common Stock, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Company, which can be sold without exceeding the Maximum Number of Securities; and

2.3.2.2 if the Registration is pursuant to a request by Persons other than the Holders of Registrable Securities, then the Company shall include in any such Registration (a) first, the shares of Common Stock or other equity securities, if any, of such requesting Persons, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the

Maximum Number of Securities has not been reached under the foregoing clause (a), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.3.1 hereof, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Common Stock or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; and (d) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a), (b) and (c), the Common Stock or other equity securities for the account of other Persons that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

2.3.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw all or any portion of its Registrable Securities in a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw such Registrable Securities from such Piggyback Registration prior to (a) in the case of a Piggyback Registration not involving an Underwritten Offering or Shelf Underwritten Offering, the effectiveness of the applicable Registration Statement, or (b), in the case of any Piggyback Registration involving an Underwritten Offering or any Shelf Underwritten Offering, prior to the filing of the applicable "red herring" prospectus or prospectus supplement used to market such Underwritten Offering or Shelf Underwritten Offering. The Company (whether on its own good faith determination or as the result of a request for withdrawal by Persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than subsection 2.2.5), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to and including its withdrawal under this subsection 2.3.3.

2.3.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.33 hereof shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.12 hereof or a Shelf Underwritten Offering effected under subsection 2.1.3.

2.4 Restrictions on Registration Rights. If (a) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company initiated Registration and provided that the Company has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to subsection 2.2 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Registration Statement to become effective; (b) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (c) in the good faith judgment of the Board such Registration would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board it would be seriously detrimental to the Company for such Registration Statement to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement. In such event, the Company shall have the right to defer such filing for a period of not more than thirty (30) days; provided, however, that the Company shall not defer its obligation in this manner more than once in any twelve (12)-month period (the "***Aggregate Blocking Period***").

2.5 Block Trades. Notwithstanding any other provision of this *Article II*, but subject to Sections 2.4 and 3.4, if the Holders desire to effect a Block Trade, then notwithstanding any other time periods in this *Article II*, the Holders shall provide written notice to the Company at least five (5) business days prior to the date such Block Trade will commence. As expeditiously as possible, the Company shall use its reasonable best efforts to facilitate such Block Trade, provided that the Holders engaging in such Block Trade use their reasonable best efforts to work with the Company and the Underwriters (including by disclosing the maximum number of Registrable Securities proposed to be the subject of such Block Trade) in order to facilitate preparation of the Registration Statement, Prospectus and other offering documentation related to the Block Trade and any related due diligence and comfort procedures. In the event of a Block Trade, and after consultation with the Company, the Demanding Holders and the Requesting Holders (if any) shall determine the Maximum Number of Securities, the underwriter or underwriters

(which shall consist of one or more reputable nationally recognized investment banks) and share price of such offering.

2.6 Rule 415; Removal. If at any time the Commission takes the position that the offering of some or all of the Registrable Securities in a Registration Statement on Form S-3 filed pursuant to this Section 2 is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (provided, however, that the Company shall be obligated to use diligent efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the Commission Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09) or requires a Gores-Sonder Holder to be named as an "underwriter," the Company shall (i) promptly notify each holder of Registrable Securities thereof (or in the case of the Commission requiring a Gores-Sonder Holder to be named as an "underwriter," the Gores-Sonder Holders) and (ii) use reasonable best efforts to persuade the SEC that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Gores-Sonder Holders is an "underwriter." The Holders shall have the right to select one legal counsel designated by the holders of a majority of the Registrable Securities subject to such Registration Statement to review and oversee any registration or matters pursuant to this Section 2.6, including participation in any meetings or discussions with the Commission regarding the Commission's position and to comment on any written submission made to the Commission with respect thereto. No such written submission with respect to this matter shall be made to the Commission to which the applicable Holders' counsel reasonably objects. In the event that, despite the Company's reasonable best efforts and compliance with the terms of this Section 2.6, the Commission refuses to alter its position, the Company shall (i) remove from such Registration Statement such portion of the Registrable Securities (the "Removed Shares") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the Commission may require to assure the Company's compliance with the requirements of Rule 415; provided, however, that the Company shall not agree to name any Gores-Sonder Holder as an "underwriter" in such Registration Statement without the prior written consent of such Gores-Sonder Holder. In the event of a share removal pursuant to this Section 2.6, the Company shall give the applicable Holders at least five (5) days prior written notice along with the calculations as to such Holder's allotment. Any removal of shares of the Holders pursuant to this Section 2.6 shall first be applied to Holders other than the Gores-Sonder Holders with securities registered for resale under the applicable Registration Statement and thereafter allocated between the Gores-Sonder Holders on a pro rata basis based on the aggregate amount of Registrable Securities held by the Gores-Sonder Holders. In the event of a share removal of the Holders pursuant to this Section 2.6, the Company shall promptly register the resale of any Removed Shares pursuant to subsection 2.1.2 hereof and in no event shall the filing of such Registration Statement on Form S-1 or subsequent Registration Statement on Form S-3 filed pursuant to the terms of subsection 2.1.2 be counted as a Demand Registration hereunder. Until such time as the Company has registered all of the Removed Shares for resale pursuant to Rule 415 on an effective Registration Statement, the Company shall not be able to defer the filing of a Registration Statement pursuant to Section 2.4 hereof.

ARTICLE III
COMPANY PROCEDURES

3.1 General Procedures. If the Company is required to effect the Registration of Registrable Securities, the Company shall use its reasonable best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder

to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, but in any case no later than the effective date of the applicable Registration Statement, use its reasonable best efforts to (a) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (b) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company or otherwise and do any and all other acts and things that may be necessary or advisable, in each case, to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 promptly furnish to each seller of Registrable Securities covered by such Registration Statement such number of conformed copies of such Registration Statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the Prospectus contained in such Registration Statement (including each preliminary Prospectus and any summary Prospectus) and any other Prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents as such seller may reasonably request;

3.1.8 notify each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of any request by the Commission that the Company amend or supplement such Registration Statement or Prospectus or of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or Prospectus or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to amend or supplement such Registration Statement or Prospectus or prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued, as applicable;

3.1.9 notify each Holder of Registrable Securities covered by such Registration Statement, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement to any Prospectus forming a part of such Registration Statement has been filed;

3.1.10 at least five (5) business days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus or any document that is to be incorporated by reference into such Registration Statement or Prospectus, furnish a copy thereof to each seller of such Registrable Securities or its counsel, and not file any such Registration Statement or Prospectus, or amendment

or supplement thereto, to which any such Holder or Registrable Securities shall have reasonably objected on the grounds that such Registration Statement or Prospectus or supplement or amendment thereto, does not comply in all material respects with the requirements of the Securities Act or the rules and regulations thereunder;

3.1.11 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event or the existence of any condition as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, or in the opinion of counsel for the Company it is necessary to supplement or amend such Prospectus to comply with law, and then to correct such Misstatement or include such information as is necessary to comply with law, in each case as set forth in Section 3.4 hereof, at the request of any such Holder promptly prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such Prospectus shall not include a Misstatement or such Prospectus, as supplemented or amended, shall comply with law;

3.1.12 permit a representative of the Holders, the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate in the preparation of any Registration Statement, each such Prospectus included therein or filed with the Commission, and each amendment or supplement thereto, and give each of them such access to its books and records and such opportunities to discuss the business, finances and accounts of the Company and its subsidiaries with its officers, directors and the independent public accountants who have certified its financial statements as shall be necessary, in the opinion of such Holders' and such Underwriters' respective counsel, to conduct a reasonable investigation within the meaning of the Securities Act, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that if requested by the Company, such representatives or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.13 obtain a "cold comfort" letter (including a bring-down letter dated as of the date the Registrable Securities are delivered for sale pursuant to such Registration) from the Company's independent registered public accountants in the event of an Underwritten Offering, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders and the managing Underwriter;

3.1.14 on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion and negative assurance letter, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority in interest of the participating Holders and the managing Underwriter;

3.1.15 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

3.1.16 otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission, and to make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and the rules and regulations thereunder, including Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

3.1.17 use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

3.1.18 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, including causing the officers and directors of the Company to enter into customary "lock-up agreements," in connection with such Registration.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

3.3 Participation in Underwritten Offerings.

3.3.1 No Person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Company and (b) completes and executes all customary questionnaires, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

3.3.2 Holders participating in an Underwritten Offering may, at their option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of the Underwriters shall also be made to and for the benefit of such Holders and that any or all of the conditions precedent to the obligations of such Underwriters shall also be made to and for the benefit of such Holders; provided, however, that the Company shall not be required to make any representations or warranties with respect to written information specifically provided by a Holder in writing for inclusion in the Registration Statement.

3.3.3 The Company will use its commercially reasonable efforts to ensure that no Underwriter shall require any Holder to make any representations or warranties to or agreements with the Company or the Underwriters other than representations, warranties or agreements regarding such Holder and such Holder's intended method of distribution and any other representation required by law, and if, despite the Company's commercially reasonable efforts, an Underwriter requires any Holder to make additional representation or warranties to or agreements with such Underwriter, such Holder may elect not to participate in such Underwritten Offering (but shall not have any claims against the Company as a result of such election). Any liability of such Holder to any Underwriter or other person under such underwriting agreement shall be limited to an amount equal to the proceeds (net of expenses and underwriting discounts and commissions) that it derives from such registration.

3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, or in the opinion of counsel for the Company it is necessary to supplement or amend such Prospectus to comply with law, each of the Holders shall forthwith discontinue disposition of Registrable Securities until it has received copies of a supplemented or amended Prospectus correcting the Misstatement or including the information counsel for the Company believes to be necessary to comply with law (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice such that the Registration Statement or Prospectus, as so amended or supplemented, as applicable, will not include a Misstatement and complies with applicable law), or until it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than forty-five (45) days, determined in good faith by the Chief Executive Officer of the Company or the Board to be necessary for such purpose; provided, that each day of any such suspension pursuant to this Section 3.4 shall correspondingly decrease the Aggregate Blocking Period available to the Company during any twelve (12)-month period pursuant to Section 2.4 hereof. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the

Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.5 Covenants of the Company. As long as any Holder shall own Registrable Securities, the Company hereby covenants and agrees:

3.5.1 the Company will not file any Registration Statement or Prospectus included therein or any other filing or document (other than this Agreement) with the Commission which refers to any Holder of Registrable Securities by name or otherwise without the prior written approval of such Holder, which may not be unreasonably withheld;

3.5.2 the Company will not effect or permit to occur any combination or subdivision of securities which would adversely affect the ability of the Holders to effect registration of Registrable Securities in the manner contemplated by this Agreement;

3.5.3 at all times while it shall be a reporting company under the Exchange Act, to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements; and

3.5.4 promptly following the effectiveness of the shelf registration statement required by subsection 2.1.1 (and in any event within three (3) business days from such effectiveness), the Company shall cause the transfer agent to remove any restrictive legends (including any electronic transfer restrictions) from any Common Stock or Private Placement Warrants held by such Holder and provide or cause any customary opinions of counsel to be delivered to the transfer agent in connection with such removal.

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors, partners, stockholders or members, employees, agents, investment advisors and each person who controls such Holder (within the meaning of the Securities Act and Exchange Act) from and against all losses, claims, damages, liabilities and expenses (including attorneys' fees), joint or several (or actions or proceedings, whether commenced or threatened, in respect thereof) (collectively, "***Claims***"), to which any such Holder or other persons may become subject, insofar as such Claims arise out of or are based on any untrue or alleged untrue statement of any material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Company will reimburse such Holder or other person for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such Claim; except insofar as the Claim or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such filing in reliance upon and in conformity with information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act and Exchange Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, the Company may require that, as a condition to including any Registrable Securities in any Registration Statement the Company shall have received an undertaking reasonably satisfactory to it from such Holder, to indemnify the Company, its directors and officers and agents and each Person who controls the Company (within the meaning of the Securities Act and Exchange Act) from and against Claims, to which any of the Company or such other persons may become subject, insofar as such Claims arise out of or are based on any untrue statement of any material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each Person who controls such Underwriters (within the meaning of the Securities Act and Exchange Act) to the same extent as provided in the foregoing with respect to indemnification of the Company and the Company shall use its commercially reasonable efforts to ensure that no Underwriter shall require any Holder of Registrable Securities to provide any indemnification other than that provided hereinabove in this subsection 4.1.2, and, if, despite the Company's commercially reasonable efforts, an Underwriter requires any Holder of Registrable Securities to provide additional indemnification, such Holder may elect not to participate in such Underwritten Offering (but shall not have any claim against the Company as a result of such election).

4.1.3 Any Person entitled to indemnification herein shall (a) give prompt written notice to the indemnifying party of any Claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (b) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such Claim, permit such indemnifying party to assume the defense of such Claim with counsel reasonably satisfactory to the indemnified party. An indemnifying party who is not entitled to, or elects not to, assume the defense of a Claim shall not be obligated to pay the fees and expenses of more than one (1) counsel for all parties indemnified by such indemnifying party with respect to such Claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such Claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) and which settlement includes a statement or admission of fault or culpability on the part of such indemnified party or does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, partners, stockholders or members, employees, agents, investment advisors or controlling Person of such indemnified party and shall survive the Transfer of Registrable Securities.

4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Claims, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Claims (a) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party or parties on the other hand from the offering of the Registrable Securities or (b) if the allocation provided by clause (a) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (a) above but also to reflect the relative fault of the indemnifying party or parties on the other hand in connection with the statements or omissions that resulted in such Claims, as well as any other relevant equitable considerations; provided, however, that the liability of any Holder or any director, officer, employee, agent, investment advisor or

controlling Person thereof under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

4.1.6 The indemnification required by this Section 4.1 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or expense, loss, damage or liability is incurred.

ARTICLE V
MISCELLANEOUS

5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (a) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (b) delivery in person or by courier service providing evidence of delivery, or (c) transmission by hand delivery, electronic mail, telecopy, telegram or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail, telecopy, telegram or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: Sonder Holdings Inc., 101 15th St., San Francisco, CA 94103, and, if to any Holder, at such Holder's address, e-mail address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 Prior to the expiration of the Founder Shares Lock-up Period or the Private Placement Lock-up Period, as the case may be, no Holder who is subject to either or both the Founders Shares Lock-Up Period or the Private Placement Lock-Up Period may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by such Holder to a Permitted Transferee, to an Affiliate or as otherwise permitted pursuant to the terms of the Founders Shares Lock-Up Period or the Private Placement Lock-Up Period, as applicable.

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and their respective successors and the permitted assigns of the applicable Holders, which shall include Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2 hereof.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (a) written notice of such assignment as provided in Section 5.1 hereof and (b) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which

may be accomplished by an addendum or certificate of joinder to this Agreement). Any Transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION.

5.5 Jurisdiction; Waiver of Jury Trial. Any action based upon, arising out of or related to this Agreement, or the transactions contemplated hereby, shall be brought in any federal or state court located in New York County, New York, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the action shall be heard and determined only in any such court, and agrees not to bring any action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law, or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any action brought pursuant to this Section 5.5.

5.6 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, (a) any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of the shares of capital stock of the Company, in a manner that is adverse and different from the other Holders (in such capacity) shall require the consent of the Holder so affected, and (b) any amendment hereto or waiver hereof that adversely affects the Gores Holders or Sonder Holders, as applicable, solely in their respective capacity as Gores Holders or Sonder Holders, as applicable, in a manner that is adverse and different from the other Holders, shall require the consent of the Gores Holders or Sonder Holders, as applicable, of a majority-in-interest of the then-outstanding number of Registrable Securities held by the Gores Holders or Sonder Holders, as applicable. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

5.7 Other Registration Rights. Other than pursuant to the terms of the Subscription Agreements, the Company represents and warrants that no person, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other Person. Further, the Company and each of the Holders agree that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions among the parties hereto and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

5.8 Term. This Agreement shall terminate (a) as to all Holders and the Company, upon the earlier of the date as of which all of the Registrable Securities have been sold pursuant to a Registration Statement (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)) or (b) as to any Holder individually, the date on which such Holder no longer holds any Registrable Securities or is permitted to sell all of such Holder’s Registrable Securities under Rule 144 (or any similar provision) under the Securities Act without limitation on the amount of

securities sold or the manner of sale and because the reporting requirements of Rule 144(i)(2) are not applicable. The provisions of Section 3.5 and *Article IV* shall survive any termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

SONDER HOLDINGS INC.,
a Delaware corporation

By: /s/ Francis Davidson
Name: Francis Davidson Tanguay
Title: Chief Executive Officer

GORES HOLDERS:

GORES METROPOULOS SPONSOR II, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:

By: _____
Name:

By: _____
Name:

SONDER HOLDERS:

By: _____
Name:
Title:

Dated: January 18, 2022

FRANCIS DAVIDSON TANGUAY ES QUALITES AS VOTING TRUSTEE

By: /s/ Francis Davidson Tanguay
Name: Francis Davidson Tanguay

FRANCIS DAVIDSON TANGUAY ES QUALITES AS ESCROW AGENT

By: /s/ Francis Davidson Tanguay
Name: Francis Davidson Tanguay

FRANCIS DAVIDSON TANGUAY

By: /s/ Francis Davidson Tanguay
Name: Francis Davidson Tanguay

Dated: January 18, 2022

GREYLOCK 15 LIMITED PARTNERSHIP

GREYLOCK 15-A LIMITED PARTNERSHIP

GREYLOCK 15 PRINCIPALS LIMITED PARTNERSHIP

By: Greylock 15 GP LLC, its General Partner

By: /s/ Donald A. Sullivan
Name: Donald A. Sullivan

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

REAL INVESTMENT FUND III, L.P.

by its general partner
REAL INVESTMENT III G.P., L.P.
by its general partner
REAL INVESTMENT III GP INC.

By: /s/ Sam Haffar
Name: Sam Haffar
Title: Authorized Signatory

RVIII-TC2 GROWTH FUND L.P.

by its general partner
REAL INVESTMENT III G.P., L.P.
by its general partner
REAL INVESTMENT III GP INC.

By: /s/ Sam Haffar
Name: Sam Haffar
Title: Authorized Signatory

Dated: January 18, 2022

BDC CAPITAL INC.

By: /s/ Steven Abrams
Name: Steven Abrams

By: /s/ Robert Simon
Name: Robert Simon

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

INOVIA GROWTH FUND-A, L.P.

represented by its general partner
INOVIA GROWTH CAPITAL INC.

By: /s/ Chris Arsenault
Name: Chris Arsenault
Title: President & CEO

By: /s/ François Gauvin
Name: François Gauvin
Title: Vice-President & CFO

INOVIA GROWTH FUND, L.P.

represented by its general partner
INOVIA GROWTH CAPITAL INC.

By: /s/ Chris Arsenault
Name: Chris Arsenault
Title: President & CEO

By: /s/ François Gauvin
Name: François Gauvin
Title: Vice-President & CFO

INOVIA GROWTH SPV - QUEBEC, L.P.

represented by its general partner
INOVIA GROWTH CAPITAL INC.

By: /s/ Chris Arsenault
Name: Chris Arsenault
Title: President & CEO

By: /s/ François Gauvin
Name: François Gauvin
Title: Vice-President & CFO

Dated: January 18, 2022

SCALEUP VENTURE FUND I (INTERNATIONAL), L.P.

By: /s/ Kevin Kimsa
Name: Kevin Kimsa

SCALEUP VENTURE FUND I, L.P.

By: /s/ Kevin Kimsa
Name: Kevin Kimsa

SCALEUP SONDER SPV

By: /s/ Kevin Kimsa
Name: Kevin Kimsa

Dated: January 18, 2022

SPARK CAPITAL IV, L.P.

By: Spark Management Partners IV, LLC
its General Partner

By: /s/ Nabeel Hyatt
Name: Nabeel Hyatt
Title: Managing Member

SPARK CAPITAL FOUNDERS' FUND IV, L.P.

By: Spark Management Partners IV, LLC
its General Partner

By: /s/ Nabeel Hyatt
Name: Nabeel Hyatt
Title: Managing Member

Dated: January 18, 2022

VALOR SONDER HOLDINGS LLC

By: /s/ Antonio J. Gracias
Name: Antonio J. Gracias

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

WESTCAP INVESTMENT PARTNERS, LLC

By: /s/ Laurence A. Tosi
Name: Laurence A. Tosi

WESTCAP SNDR, LLC

a Delaware limited liability company
By: WestCap Management, LLC, a Delaware limited liability company
Its Managing Member

By: /s/ Laurence A. Tosi
Name: Laurence A. Tosi

SNDR STRATEGIC INVESTMENTS 2019, LLC

a Delaware limited liability company
By: WestCap Management, LLC
A Delaware limited liability company
Its Managing Member

By: /s/ Laurence A. Tosi
Name: Laurence A. Tosi

Dated: January 18, 2022

WESTCAP SONDER 2020-A, LLC

a Delaware limited liability company
By: WestCap Strategic Operator Fund, L.P.
By: WestCap Strategic Operator Fund GP, Limited
Its General Partner

By: /s/ Laurence A. Tosi
Name: Laurence A. Tosi
Title: Manager

WESTCAP SONDER 2020-B, LLC

a Delaware limited liability company
By: WestCap Management, LLC
Its Managing Partner

By: /s/ Laurence A. Tosi
Name: Laurence A. Tosi
Title: Manager

Dated: January 18, 2022

FIDELITY MT. VERNON STREET TRUST:
FIDELITY GROWTH COMPANY K6 FUND

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIDELITY MT. VERNON STREET TRUST: FIDELITY SERIES GROWTH COMPANY FUND

By: /s/ Colm Hogan

Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIDELITY SECURITIES FUND: FIDELITY BLUE CHIP GROWTH K6 FUND

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIDELITY ADVISOR SERIES I: FIDELITY ADVISOR SERIES GROWTH OPPORTUNITIES FUND

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIDELITY GROWTH COMPANY COMMINGLED POOL

By: Fidelity Management Trust Company, as Trustee

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIDELITY MT. VERNON STREET TRUST: FIDELITY GROWTH COMPANY FUND

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIDELITY BLUE CHIP GROWTH INSTITUTIONAL TRUST

By its manager Fidelity Investments Canada ULC

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIDELITY BLUE CHIP GROWTH COMMINGLED POOL

By: Fidelity Management Trust Company, as Trustee

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIDELITY ADVISOR SERIES I: FIDELITY ADVISOR GROWTH OPPORTUNITIES FUND

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIAM TARGET DATE BLUE CHIP GROWTH COMMINGLED POOL

By: Fidelity Institutional Asset Management Trust Company as Trustee

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

VARIABLE INSURANCE PRODUCTS FUND III: GROWTH OPPORTUNITIES PORTFOLIO

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIDELITY SECURITIES FUND: FIDELITY FLEX LARGE CAP GROWTH FUND

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

FIDELITY SECURITIES FUND: FIDELITY BLUE CHIP GROWTH FUND

By: /s/ Colm Hogan
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

Dated: January 18, 2022

HARBOURVEST PARTNERS X VENTURE FUND L.P.

By: HarbourVest X Associates, L.P.
its General Partner
By: HarbourVest X Associates, LLC
its General Partner
By: HarbourVest Partners, LLC
Its Managing Member

By: /s/ Gregory V. Stento
Name: Gregory V. Stento
Title: Managing Director

HARBOURVEST/NYSTRS CO-INVEST FUND II L.P.

By: HarbourVest/NYSTRS Associates II L.P.
its General Partner
By: HarbourVest/NYSTRS Associates II LLC
its General Partner
By: HarbourVest Partners, LLC
Its Managing Member

By: /s/ Gregory V. Stento
Name: Gregory V. Stento
Title: Managing Director

HARBOURVEST PARTNERS X AIF VENTURE L.P.

By: HarbourVest Partners (Ireland) Limited
its Alternative Investment Fund Manager
By: HarbourVest Partners, L.P.
its Duly Appointed Investment Manager
By: HarbourVest Partners, LLC
Its Managing Member

By: /s/ Gregory V. Stento
Name: Gregory V. Stento
Title: Managing Director

Dated: January 18, 2022

HARBOURVEST CANADA PARALLEL GROWTH FUND L.P.

By: HarbourVest Canada Parallel Associates, L.P.
its General Partner
By: HarbourVest Canada Parallel Associates, LLC
its General Partner
By: HarbourVest Partners, LLC
Its Managing Member

By: /s/ Gregory V. Stento
Name: Gregory V. Stento
Title: Managing Director

HARBOURVEST CANADA GROWTH FUND L.P.

By: HarbourVest Canada Associates, L.P.
its General Partner
By: HarbourVest GP Canada Limited
its General Partner

By: /s/ Gregory V. Stento
Name: Gregory V. Stento
Title: Authorized Signatory

Dated: January 18, 2022

GREENOAKS CAPITAL OPPORTUNITIES FUND, L.P.

By: Greenoaks Capital (MTGP), L.P.
its General Partner
By: Greenoaks Capital (TTGP), Ltd.
its General Partner

By: /s/ Patrick Lai
Name: Patrick Lai
Title: Authorized Signatory

GREENOAKS CAPITAL MS LP - VAUXHALL SERIES

By: Greenoaks Capital MS Management LLC – Vauxhall Series, its General Partner

By: /s/ Patrick Lai
Name: Patrick Lai
Title: Authorized Signatory

GREENOAKS CAPITAL MS LP - HOVICK TUNNEL SERIES

By: Greenoaks Capital MS Management LLC – Hovick Tunnel Series, its General Partner

By: /s/ Patrick Lai
Name: Patrick Lai
Title: Authorized Signatory

GORES HOLDERS:

GM SPONSOR II, LLC,
a Delaware limited liability company

By: AEG Holdings, LLC, as manager

By: /s/ Alec Gores
Name: Alec Gores
Title: Chairman

HRM HOLDINGS II LLC,
a Delaware limited liability company

By: _____
Name: C. Dean Metropoulos
Title: Managing Member

_____
Randall Bort

_____
Michael Cramer

_____
Joseph Gatto

GORES HOLDERS:

GM SPONSOR II, LLC,
a Delaware limited liability company

By: AEG Holdings, LLC, as manager

By: _____
Name: Alec Gores
Title: Chairman

HRM HOLDINGS II LLC,
a Delaware limited liability company

By: /s/ C. Dean Metropoulos
Name: C. Dean Metropoulos
Title: Managing Member

_____
Randall Bort

_____
Michael Cramer

_____
Joseph Gatto

GORES HOLDERS:

GM SPONSOR II, LLC,
a Delaware limited liability company

By: AEG Holdings, LLC, as manager

By: _____
Name: Alec Gores
Title: Chairman

HRM HOLDINGS II LLC,
a Delaware limited liability company

By: _____
Name: C. Dean Metropoulos
Title: Managing Member

/s/ Randall Bort
Randall Bort

_____
Michael Cramer

_____
Joseph Gatto

GORES HOLDERS:

GM SPONSOR II, LLC,
a Delaware limited liability company

By: AEG Holdings, LLC, as manager

By: _____
Name: Alec Gores
Title: Chairman

HRM HOLDINGS II LLC,
a Delaware limited liability company

By: _____
Name: C. Dean Metropoulos
Title: Managing Member

_____
Randall Bort

/s/ Michael Cramer
Michael Cramer

_____
Joseph Gatto

GORES HOLDERS:

GM SPONSOR II, LLC,
a Delaware limited liability company

By: AEG Holdings, LLC, as manager

By: _____
Name: Alec Gores
Title: Chairman

HRM HOLDINGS II LLC,
a Delaware limited liability company

By: _____
Name: C. Dean Metropoulos
Title: Managing Member

_____
Randall Bort

_____
Michael Cramer

/s/ Joseph Gatto
Joseph Gatto

SONDER HOLDINGS INC.

MANAGEMENT EQUITY INCENTIVE PLAN

NOTICE OF RESTRICTED STOCK UNIT AWARD AND

RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms that are not defined in this Notice of Restricted Stock Unit Award and Restricted Stock Unit Agreement (the "Notice of Grant"), the Terms and Conditions of Restricted Stock Unit Award, the Non-U.S. Appendix attached hereto as Exhibit B and all other exhibits to the\se documents (all together, the "Agreement") have the meanings given to them in the Sonder Holdings Inc. Management Equity Incentive Plan (the "Plan").

The Participant has been granted this Restricted Stock Unit ("RSU") award according to the terms below and subject to the terms and conditions of the Plan and this Agreement, as follows:

Participant	_____
Participant I.D.	_____
Grant Number	_____
Grant Date	_____
Vesting Commencement Date	_____
Number of RSUs Granted	_____

Vesting Schedule:

The RSUs subject to this Agreement will vest as follows, subject to Section 3.1 of the Plan and the Participant continuing to be a Service Provider through the applicable vesting date:

[_____]

If the Participant ceases to be a Service Provider for any or no reason before he or she fully vests in these RSUs the unvested RSUs will terminate according to the terms of Section 5(a) of this Agreement. Additionally, if a Triggering Event fails to occur prior to the fifth anniversary of the MEIP Start Date, the RSUs subject to this Agreement that cover Shares issuable pursuant to such Triggering Event will terminate according to the terms of Section 5(b) of this Agreement.

The Participant's signature below (or Participant's electronic signature or other electronic acknowledgement or acceptance of this Agreement or Award) indicates that:

(i) He or she agrees that this Restricted Stock Unit award is granted under and governed by the terms and conditions of the Plan and this Agreement, including their exhibits and appendices.

(ii) He or she understands that the Company is not providing any tax, legal, or financial advice and is not making any recommendations regarding his or her participation in the Plan or his or her acquisition or sale of Shares.

(iii) He or she has reviewed the Plan and this Agreement, has had an opportunity to obtain the advice of personal tax, legal, and financial advisors prior to signing this Agreement, and fully understands all provisions of the Plan and Agreement. He or she will consult with his or her own personal tax, legal, and financial advisors before taking any action related to the Plan.

(iv) He or she has read and agrees to each provision of Section 9 of this Agreement.

(v) He or she will notify the Company of any change to the contact address below.

(vi) He or she acknowledges and agrees that unless otherwise required to comply with Applicable Laws, these RSUs will be subject to recoupment under any clawback policy that the Company adopts pursuant to Section 12.4 of the Plan.

ʌRTICIPANT

_____

gnature

ɗdress: _____

_____

_____

EXHIBIT A

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

1. Grant. The Company grants the Participant an award of RSUs as described in the Notice of Grant. If there is a conflict between the Plan, this Agreement, or any other agreement with the Participant governing these RSUs, those documents will take precedence and prevail in the following order: (a) the Plan, (b) the Agreement, and (c) any other agreement between the Company and the Participant governing these RSUs.

2. Company's Obligation to Pay. Each RSU is a right to receive a Share on the date it vests. Until an RSU vests, the Participant has no right to payment of the Share. Before a vested RSU is paid, the RSU is an unsecured obligation of the Company, payable (if at all) only from the Company's general assets. A vested RSU will be paid to the Participant (or in the event of his or her death, to his or her estate or such other person as specified in Section 6 below) in whole Shares. Subject to the provisions of Section 4(b) and notwithstanding anything in the Plan to the contrary, each vested RSU that has met all requirements for settlement under this Agreement will be settled no later than the applicable Settlement Deadline. "Settlement Deadline" with respect to a particular vested RSU means as soon as practicable after vesting (but no later than sixty (60) days following the vesting date (or, if earlier, no later than March 15 of the calendar year following the calendar year in which occurs the first date on which the applicable RSU is no longer subject to a substantial risk of forfeiture for purposes of Section 409A)). If any RSU has not met all the requirements for settlement under this Agreement in a manner that would allow it to be settled by the applicable Settlement Deadline, such RSU will be forfeited as of immediately following the applicable Settlement Deadline. In no event will Participant be permitted, directly or indirectly, to specify the taxable year or date of settlement of any RSUs under this Agreement. For the avoidance of doubt, there may be multiple Settlement Deadlines, with each such Settlement Deadline corresponding to a particular RSU.

3. Vesting. These RSUs will vest only under the Vesting Schedule in the Notice of Grant, Section 4 of this Agreement, or Section 10 of the Plan, subject to Section 3.1 of the Plan. RSUs scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest unless the Participant continues to be a Service Provider until the time such vesting is scheduled to occur.

4. Acceleration; Amendment.

(a) Discretionary Acceleration or Amendment. The Administrator may, pursuant to its authority under, and in accordance with, Section 4.2(e), Section 4.2(h), Section 4.2(m), Section 4.2(n) and Section 10 of the Plan, (but subject to Section 3.1 of the Plan) in its discretion, unilaterally (x) accelerate, in whole or in part, the vesting of these RSUs, (y) waive or decrease some or all of the requirements required for vesting of unvested RSUs at any time, or (z) waive or decrease some or all of the requirements for settlement of RSUs at any time, in each case, subject to the terms of the Plan but without the need for Participant consent in any instance, and subject to Section 13(j) of this Agreement; provided, however, that no such acceleration, waiver or decrease shall occur or be effective unless such modification would result in this RSU award remaining exempt or excepted from the requirements of Code Section 409A pursuant to the "short-term deferral" exception or another exception or exemption under Code Section 409A, or otherwise complying with Code Section 409A, in each case such that none of this Agreement, the RSUs provided under this Agreement, or Shares issuable hereunder will be subject to the additional tax imposed under Code Section 409A. If so modified, the vesting date with respect to the applicable RSUs will be deemed for all purposes of this Agreement to be the date specified by the Administrator (provided, that, for purposes of determining the applicable settlement deadline under Section 1 of this Agreement with respect to such RSUs, the vesting date will be deemed to be no later than the first date on which the RSUs are no longer subject to a substantial risk of forfeiture for purposes of Code Section 409A). The settlement of RSUs through Shares pursuant to this

Section 4(a) shall in all cases be no later than the applicable settlement deadline as set forth in Section 1 of this Agreement and at a time or in a manner that is exempt from, or complies with, Code Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Agreement only by direct and specific reference to such sentence.

(b) The Company's intent is that this RSU award be exempt or excepted from the requirements of Code Section 409A. However, in an abundance of caution, the Company is including in this subsection, certain Code Section 409A rules that only apply if these RSUs are not exempt or excepted, and then only in certain circumstances. Specifically, Code Section 409A contains rules that must apply to these RSUs if (a) they are not exempt or excepted from Code Section 409A, (b) the Company has any stock that is publicly traded on an established securities market or otherwise at the time Participant's service terminates, (c) Participant receives acceleration of vesting of these RSUs in connection with a termination of service, and (d) at the time of such termination, Participant is considered a "specified employee" under the Code Section 409A rules. Should these rules ever become applicable to Participant's RSUs, then notwithstanding anything in the Plan, this Agreement or any other agreement (whether entered into before, on or after the Grant Date) to the contrary, if the vesting of these RSUs is accelerated in connection with Participant's termination as a Service Provider (provided that such termination is a "separation from service" within the meaning of Code Section 409A, as determined by the Company), other than due to Participant's death, and if (x) Participant is a U.S. taxpayer and a "specified employee" within the meaning of Code Section 409A at the time of such termination as a Service Provider and (y) the settlement of such accelerated RSUs will result in the imposition of additional tax under Code Section 409A if such settlement is on or within the six (6) month period following Participant's termination as a Service Provider, then the settlement of such accelerated RSUs will not occur until the date six (6) months and one (1) day following the date of Participant's termination as a Service Provider, unless the Participant dies following his or her termination as a Service Provider, in which case, the Shares subject to these RSUs will be settled and issued to the Participant's administrator or executor of his or her estate as soon as practicable following his or her death (subject to Section 6).

5. Forfeiture.

(a) Forfeiture upon Cessation of Status as a Service Provider. Upon the Participant's termination as a Service Provider for any reason, these RSUs will immediately stop vesting and any of these RSUs that have not yet vested will be forfeited by the Participant for no consideration upon the date that Participant ceases to be a Service Provider for any reason, in all cases, subject to Applicable Laws. For the avoidance of doubt, service during any portion of the vesting period shall not entitle the Participant to vest in a pro rata portion of unvested RSUs. For purposes of the RSUs, the Participant's status as a Service Provider will be considered to be terminated as of the date the Participant is no longer providing services to the Company, or if different, the Participant's employer (the "Employer") or the Subsidiary or Parent to which the Participant is providing services (the Employer, Subsidiary or Parent, as applicable, the "Service Recipient") or other member of the Company Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is a Service Provider or the terms of the Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Administrator, the Participant's right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is a Service Provider or the terms of the Participant's employment or service agreement, if any). The Administrator shall have the exclusive discretion to determine when the Participant is no longer providing services for purposes of the RSUs (including whether the Participant may still be considered to be providing services while on a leave of absence).

(b) Forfeiture upon Failure of Triggering Event To Occur. If a Triggering Event fails to occur prior to the fifth anniversary of the MEIP Start Date (the "Incentive Period End Date"), the RSUs subject to this Agreement that cover Shares issuable upon such Triggering Event, as set forth in the Notice of Grant, will be forfeited by the Participant for no consideration upon such Incentive Period End Date.

6. Death of Participant. Any distribution or delivery to be made to the Participant under this Agreement will, if he or she is then deceased, be made to the administrator or executor of his or her estate or, if the Administrator permits, his or her designated beneficiary, unless otherwise required to comply with Applicable Laws. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations that apply to the transfer.

7. Tax Obligations.

(a) Tax Withholding.

(i) No Shares will be issued to the Participant until he or she makes satisfactory arrangements (as determined by the Administrator) for the payment of Tax Withholdings. If the Participant is a non-U.S. employee, the method of payment of Tax Withholdings may be restricted by any Appendix (as defined below). If the Participant fails to make satisfactory arrangements for the payment of any Tax Withholdings under this Agreement when any of these RSUs otherwise are supposed to vest or Tax Withholdings related to RSUs otherwise are due, he or she will permanently forfeit the applicable RSUs and any right to receive Shares under such RSUs, and such RSUs will be returned to the Company at no cost to the Company, to the extent permitted by Applicable Laws.

(ii) The Company has the right (but not the obligation) to satisfy any Tax Withholdings by withholding from proceeds of a sale of Shares acquired upon payment of these RSUs arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent)[, and this will be the method by which such tax withholding obligations are satisfied until the Company determines otherwise, subject to Applicable Laws].

(iii) The Company also has the right (but not the obligation) to satisfy any Tax Withholdings: (a) by reducing the number of Shares otherwise deliverable to the Participant; (b) by requiring payment by cash or check made payable to the Company and/or any Service Recipient with respect to which the withholding obligation arises; (c) by deduction of such amount from salary, wages or other compensation payable to the Participant; or (d) in any combination of the foregoing, or any other method determined by the Administrator to be compliance with Applicable Laws.

(iv) The Company may withhold or account for Tax Withholdings by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock), or if not refunded, the Participant may seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax Withholdings directly to the applicable tax authority or to the Company and/or the Employer(s). If the obligation for Tax Withholdings is satisfied by withholding in Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax Withholdings.

(v) Further, if the Participant is subject to taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, the

Company or the Employer(s) or former Employer(s) may withhold or account for tax in more than one jurisdiction.

(vi) Regardless of any action of the Company or the Employer(s), the Participant acknowledges that the ultimate liability for all Tax Withholdings and any and all additional taxes related to the Award, the Shares or other amounts or property delivered under the Award and the Participant's participation in the Plan is and remains his or her responsibility and may exceed the amount actually withheld by the Company or the Employer(s). The Participant further acknowledges that the Company and the Employer(s) (1) make no representations or undertakings regarding the treatment of any Tax Withholdings in connection with any aspect of these RSUs and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of these RSUs to reduce or eliminate his or her liability for Tax Withholdings or achieve any particular tax result.

(b) Code Section 409A. It is the intent of this Agreement that it and all issuances and benefits to U.S. taxpayers hereunder be exempt or excepted from the requirements of Code Section 409A pursuant to the "short-term deferral" exception under Code Section 409A, or otherwise be exempted or excepted from, or comply with, Code Section 409A, so that none of this Agreement, the RSUs provided under this Agreement, or Shares issuable thereunder will be subject to the additional tax imposed under Code Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or excepted, or to so comply. Each issuance upon settlement of the RSUs under this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). In no event will any member of the Company Group have any liability or obligation to reimburse, indemnify, or hold harmless Participant for any taxes that may be imposed, or other costs incurred, on Participant as a result of Code Section 409A.

8. Rights as Stockholder. The Participant's or any other person's rights as a stockholder of the Company (including the right to vote and to receive dividends and distributions) will not begin until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

9. Acknowledgements and Agreements. The Participant's signature on the Notice of Grant accepting these RSUs indicates that:

(a) HE OR SHE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THESE RSUS IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AND THAT BEING HIRED OR BEING GRANTED THESE RSUS WILL NOT RESULT IN VESTING.

(b) HE OR SHE FURTHER ACKNOWLEDGES AND AGREES THAT THESE RSUS AND THIS AGREEMENT DO NOT CREATE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL AND WILL NOT INTERFERE IN ANY WAY WITH HIS OR HER RIGHT OR THE RIGHT OF THE EMPLOYER(S) TO TERMINATE HIS OR HER RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE, SUBJECT TO APPLICABLE LAWS.

(c) The Participant agrees that this Agreement and its incorporated documents reflect all agreements on its subject matters and that he or she is not accepting this Agreement based on any promises, representations, or inducements other than those reflected in the Agreement.

(d) The Participant agrees that the Company's delivery of any documents related to the Plan or these RSUs (including the Plan, the Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders) to him or her may be made by electronic delivery, which may include but does not necessarily include the delivery of a link to a Company intranet or to the Internet site of a third party involved in administering the Plan, the delivery of the

document via email, or any other means of electronic delivery specified by the Company. If the attempted electronic delivery of such documents fails, the Participant will be provided with a paper copy of the documents. The Participant acknowledges that he or she may receive from the Company a paper copy of any documents that were delivered electronically at no cost to him or her by contacting the Company by telephone or in writing. The Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if the Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents.

(e) The Participant may deliver any documents related to the Plan or these RSUs to the Company by e-mail or any other means of electronic delivery approved by the Administrator, but he or she must provide the Company or any designated third party administrator with a paper copy of any documents if his or her attempted electronic delivery of such documents fails.

(f) The Participant accepts that all good faith decisions or interpretations of the Administrator regarding the Plan and Awards under the Plan are binding, conclusive, and final. No member of the Administrator will be personally liable for any such decisions or interpretations.

(g) The Participant agrees that the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan.

(h) The Participant agrees that the grant of these RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past.

(i) The Participant agrees that any decisions regarding future Awards will be in the Company's sole discretion.

(j) The Participant agrees that he or she is voluntarily participating in the Plan.

(k) The Participant agrees that these RSUs and any Shares acquired under these RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation.

(l) The Participant agrees that these RSUs, any Shares acquired under these RSUs, and the income from and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits, or similar payments.

(m) The Participant agrees that the future value of the Shares underlying these RSUs is unknown, indeterminable, and cannot be predicted with certainty.

(n) The Participant agrees that no member of the Company Group is liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of these RSUs or of any amounts due to him or her from the payment of these RSUs or the subsequent sale of any Shares acquired upon such payment.

(o) Unless otherwise provided in the Plan or by the Administrator in its discretion, the RSUs and the benefits evidenced in this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares.

(p) The Participant agrees that he or she has no claim or entitlement to compensation or damages from any forfeiture of these RSUs resulting from the termination of his or her status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where he or she is a Service Provider or the terms of his or her service agreement, if any).

10. Data Privacy.

(a) The Participant voluntarily consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other Award materials ("Data") by and among, as applicable, the Employer(s), the Company and any member of the Company Group for the exclusive purpose of implementing, administering, and managing his or her participation in the Plan.

(b) The Participant understands that the Company and the Employer(s) may hold certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in his or her favor, for the exclusive purpose of implementing, administering, and managing the Plan.

(c) The Participant understands that Data will be transferred to one or more stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than his or her country. The Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing his or her participation in the Plan.

(d) The Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by Applicable Laws, he or she may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting these RSUs, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Participant understands that he or she is providing these consents on a purely voluntary basis. If the Participant does not consent or if he or she later seeks to revoke his or her consent, his or her engagement as a Service Provider with the Employer(s) will not be adversely affected; the only consequence of refusing or withdrawing his or her consent is that the Company will not be able to grant him or her awards under the Plan or administer or maintain awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan (including the right to retain these RSUs).

The Participant understands that he or she may contact his or her local human resources representative for more information on the consequences of his or her refusal to consent or withdrawal of consent.

11. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that he or she may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and the Participant's country of residence, which may affect the Participant's ability to acquire or sell Shares or rights to Shares (e.g., RSUs) under the Plan during such time as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant should keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Participant is responsible for ensuring compliance with any applicable restrictions and should consult with his or her personal legal advisor on this matter.

12. Foreign Asset/Account Reporting Requirements. Depending on the Participant's country, the Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the vesting of the RSUs, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. The Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in his or her country. The Participant may also be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Participant acknowledges that he or she is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements. The Participant further understands that he or she should consult the Participant's personal tax and legal advisors, as applicable on these matters.

13. Miscellaneous.

(a) Address for Notices. Any notice to be given to the Company under the terms of this Agreement must be addressed to the Company at Sonder Holdings Inc., 101 15th Street, San Francisco, CA 94103, USA until the Company designates another address in writing.

(b) Non-Transferability of RSUs. These RSUs may not be transferred other than by will or the applicable laws of descent or distribution.

(c) Binding Agreement. If any RSUs are transferred, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors, and assigns of the parties to this Agreement.

(d) Additional Conditions to Issuance of Stock. If at any time the Company determines, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any U.S. or non-U.S. federal, state or local law the tax Code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable

to the Company. If any such listing, registration, qualification, rule compliance, clearance, consent or approval has not been completed by the applicable Settlement Deadline with respect to a Restricted Stock Unit in a manner that would allow it to be settled by the applicable Settlement Deadline, such Restricted Stock Unit will be forfeited as of immediately following the Settlement Deadline for no consideration and at no cost to the Company. Subject to the terms of this Agreement and the Plan, the Company shall not be required to issue any certificate or certificates for Shares hereunder prior to the lapse of such reasonable period of time following the date of vesting of a Restricted Stock Unit as the Administrator may establish from time to time for reasons of administrative convenience and any such certificate may be in book entry form.

(e) Captions. Captions provided in this Agreement are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

(f) Agreement Severable. If any provision of this Agreement is held invalid or unenforceable, that provision will be severed from the remaining provisions of this Agreement and the invalidity or unenforceability will have no effect on the remainder of the Agreement.

(g) Non-U.S. Appendix. These RSUs are subject to any special terms and conditions set forth in any appendix to this Agreement for the Participant's country (the "Appendix"). If the Participant relocates to a country included in the Appendix, the special terms and conditions for that country will apply to him or her to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons.

(h) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing; provided, however, that no such imposition of other requirements shall occur or be effective unless such imposition would result in these RSUs remaining exempt or excepted from the requirements of Code Section 409A pursuant to the "short-term deferral" exception or another exception or exemption under Code Section 409A, or otherwise complying with Code Section 409A, in each case such that none of this Agreement, the RSUs provided under this Agreement, or Shares, cash or other property issuable hereunder will be subject to the additional tax imposed under Code Section 409A.

(i) Choice of Law; Choice of Forum. The Plan, this Agreement, these RSUs, and all determinations made and actions taken under the Plan, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises under the Plan, the Participant's acceptance of these RSUs is his or her consent to the jurisdiction of the State of Delaware and his or her agreement that any such litigation will be conducted in the Delaware Court of Chancery or the federal courts for the United States for the District of Delaware and no other courts, regardless of where he or she is performing services.

(j) Modifications to the Agreement. The Plan and this Agreement constitute the entire understanding of the parties on the subjects covered. The Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything in the Plan or this Agreement to the contrary, but subject to Section 13(h), the Administrator may, without the consent of the Participant, modify this Agreement in any of the following manners: (a) take any action permitted by Section 4 of this Agreement, including to waive or decrease, in whole or in part, some or all of the requirements required for vesting of all or a portion of the unvested RSUs; or (b)

waive or decrease some or all of the requirements for settlement of RSUs. The Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without the consent of the Participant, to comply with Code Section 409A, to otherwise avoid imposition of any additional tax or income recognition under Code Section 409A in connection with these RSUs, or to comply with other Applicable Laws.

(k) Waiver. The Participant acknowledges that a waiver by the Company of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of this Agreement by him or her.

(l) Language. The Participant acknowledges that the Participant is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms of this Agreement. If Participant has received this Agreement, or any other document related to these RSUs and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

EXHIBIT B

APPENDIX TO RESTRICTED STOCK UNIT AGREEMENT

Terms and Conditions

This Appendix to Restricted Stock Unit Agreement (the "Appendix") includes additional terms and conditions that govern these RSUs granted to the Participant under the Plan if he or she resides and/or works in one of the countries listed below on the Grant Date or he or she moves to one of the listed countries. Unless otherwise defined herein, capitalized terms used but not defined herein shall have the same meanings as set forth in the Plan and the Agreement.

If the Participant is a citizen or resident of a country (or if the Participant is considered as such for local law purposes) other than the one in which the Participant is currently residing and/or working, or if the Participant transfers to another country after being granted the RSUs, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to the Participant.

Notifications

This Appendix may also include information regarding securities laws, exchange controls and certain other issues of which the Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other Applicable Laws in effect in the respective countries as of [DATE] 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Participant vests in or sells the Shares acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure him or her of a particular result. The Participant is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation.

Finally, if the Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment after these RSUs are granted, or is considered a resident of another country for local law purposes, the information in this Appendix may not apply to him or her, and the Administrator will determine to what extent the terms and conditions in this Appendix apply.

Countries

[Insert]

SONDER HOLDINGS INC.
2021 EQUITY INCENTIVE PLAN

NOTICE OF STOCK OPTION GRANT AND STOCK OPTION AGREEMENT

Capitalized terms that are not defined in this Notice of Stock Option Grant and Stock Option Agreement (the "Notice of Grant"), the Terms and Conditions of Stock Option Grant, the Non-U.S. Appendix attached hereto as Exhibit B and all other exhibits to these documents (all together, the "Agreement") have the meanings given to them in the Sonder Holdings Inc. 2021 Equity Incentive Plan (the "Plan").

The Participant has been granted an Option according to the terms below and subject to the terms and conditions of the Plan and this Agreement:

Participant	_____
Participant I.D.	_____
Grant Number	_____
Grant Date	_____
Vesting Commencement Date	_____
Number of Shares Granted	_____
Exercise Price per Share	_____
Total Exercise Price	_____
Type of Option	_____ Incentive Stock Option
	_____ Nonstatutory Stock Option
Expiration Date	_____

Vesting Schedule:

Subject to the conditions set forth in this Agreement, this Option shall be exercisable, in whole or in part, according to the following vesting schedule (as such vesting schedule may be amended or modified from time to time in accordance with this Agreement and the Plan):

[Twenty-five percent (25%) of the Shares subject to this Option shall vest on the one (1) year anniversary of the Vesting Commencement Date, and one forty-eighth ($1/48^{th}$) of the Shares subject to this Option shall vest each month thereafter on the same day of the month as the Vesting Commencement Date (and if there is no corresponding day, on the

last day of the month), subject to Participant continuing to be a Service Provider through each such date.]

For the avoidance of doubt, in the event of any conflict, discrepancy, or inconsistency between the vesting schedule set forth above and the document or action of the Board or its authorized committee approving this Option pursuant to the Plan (the "Approval"), the Approval shall govern the initial vesting terms. Any portion of this Option that shall vest on a monthly basis per such vesting schedule shall vest on the same day of the applicable vesting month as the Vesting Commencement Date set forth above (and if there is no corresponding day, on the last day of such month), subject to Participant continuing to be a Service Provider through each such date.

In addition to the vesting terms set forth above for this award, this Option's vesting will be accelerated in accordance with any vesting acceleration provisions approved by the Administrator. If the Participant ceases to be a Service Provider for any or no reason before he or she fully vests in this Option, the unvested portion of this Option will terminate according to the terms of Section 4 of this Agreement.

Adjustments to Vesting Schedule:

Notwithstanding the aforementioned vesting schedule, in accordance with Section 11 of the Plan, unless the Administrator provides otherwise or as otherwise required by Applicable Laws, (a) the vesting schedule of this Option will be adjusted or suspended during any leave of absence in accordance with the Company's leave of absence and/or reduced work schedule and/or part-time policy in effect at the time of such leave and (b) if, after the Grant Date of this Option, Participant commences working on a part-time or reduced work schedule basis, the vesting schedule will be adjusted in accordance with the Company's reduced work schedule/ part-time policy then in effect.

Exercise of Option:

(a) If the Participant dies or his or her status as a Service Provider is terminated due to his or her Disability, the vested portion of this Option will remain exercisable for [twelve (12) months] after the Participant ceases to be a Service Provider. For any other termination of status as a Service Provider, the vested portion of this Option will remain exercisable for [three (3) months] after the Participant ceases to be a Service Provider.

(b) If a Transaction occurs, Section 14 of the Plan may further limit this Option's exercisability.

(c) This Option will not be exercisable after the Expiration Date, except as may be permitted in accordance with Section 6.8 of the Plan (which tolls expiration in very limited cases when there are legal restrictions on exercise).

The Participant's signature below (or Participant's electronic signature or other electronic acknowledgement or acceptance of this Agreement or Award) indicates that:

(i) He or she agrees that this Option is granted under and governed by the terms and conditions of the Plan and this Agreement, including their exhibits and appendices.

(ii) He or she understands that the Company is not providing any tax, legal, or financial advice and is not making any recommendations regarding his or her participation in the Plan or his or her acquisition or sale of Shares.

(iii) He or she has reviewed the Plan and this Agreement, has had an opportunity to obtain the advice of personal tax, legal, and financial advisors prior to signing this Agreement, and fully understands all provisions of the Plan and Agreement. He or she will consult with his or her own personal tax, legal, and financial advisors before taking any action related to the Plan.

(iv) He or she has read and agrees to each provision of Section 10 of this Agreement.

(v) He or she will notify the Company of any change to the contact address below.

(vi) He or she acknowledges and agrees that this Option will be subject to recoupment under any clawback policy that the Company adopts pursuant to Section 17.4 of the Plan.

PARTICIPANT

_____

Signature

Address: _____

_____

_____

EXHIBIT A

TERMS AND CONDITIONS OF STOCK OPTION GRANT

1. Grant. The Company grants the Participant an Option to purchase Shares of Common Stock as described in the Notice of Grant. If there is a conflict between the Plan, this Agreement, or any other agreement with the Participant governing this Option, those documents will take precedence and prevail in the following order: (a) the Plan, (b) the Agreement, and (c) any other agreement between the Company and the Participant governing this Option.

If the Notice of Grant designates this Option as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an ISO under Code Section 422. Even if this Option is designated an ISO, to the extent it first become exercisable as to more than $100,000 in any calendar year, the portion in excess of $100,000 is not an ISO under Code Section 422(d) and that portion will be a Nonstatutory Stock Option ("NSO"). In addition, if the Participant exercises this Option after three (3) months have passed since he or she ceased to be an employee of the Company or a Parent or Subsidiary of the Company, it generally will no longer be an ISO (however, different rules apply to cessation of employee status due to death or Disability). If there is any other reason this Option (or a portion of it) will not qualify as an ISO, to the extent of such nonqualification, this Option will be an NSO. The Participant understands that he or she will have no recourse against the Administrator, any member of the Company Group, or any officer or director of a member of the Company Group if any portion of this Option is not an ISO.

2. Vesting. This Option will only be exercisable (also referred to as vested) under the Vesting Schedule in the Notice of Grant, Section 3 of this Agreement, or Section 14 of the Plan. Shares scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest unless the Participant continues to be a Service Provider until the time such vesting is scheduled to occur.

3. Administrator Discretion. The Administrator has the discretion to accelerate the vesting of any portion of this Option. In that case, this Option will be vested as of the date and to the extent specified by the Administrator.

4. Forfeiture upon Cessation of Status as a Service Provider. Upon the Participant's termination as a Service Provider for any reason, this Option will immediately stop vesting and any portion of this Option that has not yet vested will be immediately forfeited for no consideration upon the date that Participant ceases to be a Service Provider for any reason, in all cases, subject to Applicable Laws. For purposes of this Option, the Participant's status as a Service Provider will be considered to be terminated as of the date the Participant is no longer actively providing services to the Company, or if different, the Participant's employer (the "Employer") or the Subsidiary or Parent to which the Participant is providing services (the Employer, Subsidiary or Parent, as applicable, the "Service Recipient") or other member of the Company Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is a Service Provider or the terms of the Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Administrator, the Participant's right to vest in this Option under the Plan, if any, will terminate as of such date and the Participant's right to exercise the Option after termination, if any, will be measured from such date, and will not be extended by any notice period (e.g., the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is a Service Provider or the terms of the Participant's employment or service agreement, if any). The Administrator shall have the exclusive discretion to determine when the Participant is no longer actively

providing services for purposes of this Option (including whether the Participant may still be considered to be providing services while on a leave of absence).

5. Death of Participant. Any distribution or delivery to be made to the Participant under this Agreement will, if he or she is then deceased, be made to the administrator or executor of his or her estate or, if the Administrator permits, his or her designated beneficiary, unless otherwise required to comply with Applicable Laws. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations that apply to the transfer.

6. Exercise of Option.

(a) Right to Exercise. This Option may be exercised only before its Expiration Date and only under the Plan and this Agreement.

(b) Method of Exercise. To exercise this Option, the Participant must deliver and the Administrator must receive an exercise notice according to procedures determined by the Administrator. The exercise notice must:

(i) state the number of Shares as to which this Option is being exercised ("Exercised Shares"),

(ii) make any representations or agreements required by the Company,

(iii) be accompanied by a payment of the total exercise price for all Exercised Shares, and

(iv) be accompanied by a payment of all required Tax Withholdings for all Exercised Shares.

This Option is exercised when both the exercise notice and payments due under Sections 6(b)(iii) and 6(b)(iv) have been received by the Company for all Exercised Shares. The Administrator may designate a particular exercise notice to be used, but until a designation is made, the exercise notice attached to this Agreement as Exhibit C may be used.

7. Method of Payment. The Participant may pay the total exercise price for Exercised Shares by any of the following methods or a combination of methods:

(a) cash;

(b) check;

(c) wire transfer;

(d) consideration received by the Company under a formal cashless exercise program adopted by the Company; or

(e) surrender of other Shares, as long as the Company determines that accepting such Shares does not result in any adverse accounting consequences to the Company. If Shares are surrendered, the value of those Shares will be the fair market value for those Shares on the date they are surrendered.

A non-U.S. resident's methods of exercise may be restricted by the terms and condition of any appendix to this Agreement for the Participant's country (the "Appendix").

8. Tax Obligations.

(a) Tax Withholding.

(i) No Shares will be issued to the Participant until he or she makes satisfactory arrangements (as determined by the Administrator) for the payment of Tax Withholdings. If the Participant is a non-U.S. employee, the method of payment of Tax Withholdings may be restricted by any Appendix. If the Participant fails to make satisfactory arrangements for the payment of any Tax Withholdings under this Agreement at the time of an attempted Option exercise, the Company may refuse to honor the exercise and refuse to deliver the Shares, to the extent permitted by Applicable Laws.

(ii) The Company also has the right (but not the obligation) to satisfy any Tax Withholdings: (a) by reducing the number of Shares otherwise deliverable to the Participant; (b) by requiring payment by cash or check made payable to the Company and/or any Service Recipient with respect to which the withholding obligation arises; (c) by deduction of such amount from salary, wages or other compensation payable to the Participant; or (d) in any combination of the foregoing, or any other method determined by the Administrator to be compliance with Applicable Laws.

(iii) The Company may withhold or account for Tax Withholdings by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock), or if not refunded, the Participant may seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax Withholdings directly to the applicable tax authority or to the Company and/or the Employer(s). If the obligation for Tax Withholdings is satisfied by withholding in Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares exercised, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax Withholdings.

(iv) Further, if the Participant is subject to taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, the Company or the Employer(s) or former Employer(s) may withhold or account for tax in more than one jurisdiction.

(v) Regardless of any action of the Company or the Employer(s), the Participant acknowledges that the ultimate liability for all Tax Withholdings and any and all additional taxes related to the Option, the Shares or other amounts or property delivered under the Option and the Participant's participation in the Plan is and remains his or her responsibility and may exceed the amount actually withheld by the Company or the Employer(s). The Participant further acknowledges that the Company and the Employer(s) (1) make no representations or undertakings regarding the treatment of any Tax Withholdings in connection with any aspect of this Option; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of this Option to reduce or eliminate his or her liability for Tax Withholdings or achieve any particular tax result.

(vi) For U.S. taxpayers, under Code Section 409A, a stock right (such as this Option) that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per share exercise price that is determined by the U.S. Internal Revenue Service (the "IRS") to be less than the fair market value of an underlying share on the date of grant (a "discount option") may be considered "deferred compensation." A stock right that is a "discount option" may result in (1) income

recognition by the recipient of the stock right prior to the exercise of the stock right, (2) an additional 20% U.S. federal income tax, and (3) potential penalty and interest charges. The "discount option" may also result in additional U.S. state income, penalty and interest tax to the recipient of the stock right. Participant is hereby notified that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the fair market value of a Share on the Grant Date in a later examination. Participant is hereby notified that if the IRS determines that this Option was granted with a per Share exercise price that was less than the fair market value of a Share on the Grant Date, Participant shall be solely responsible for Participant's costs related to such a determination.

(b) Tax Reporting. This Section 8(b) applies if the Participant is a U.S. income taxpayer. If this Option is partially or wholly an ISO, and if the Participant sells or otherwise disposes of any the Shares acquired by exercising the ISO portion on or before the later of (i) the date two (2) years after the Grant Date, or (ii) the date one (1) year after the date of exercise, he or she may be subject to withholding of Tax Withholdings by the Company on the compensation income recognized by him or her and must immediately notify the Company in writing of the disposition.

9. Rights as Stockholder. The Participant's or any other person's rights as a stockholder of the Company (including the right to vote and to receive dividends and distributions) will not begin until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

10. Acknowledgements and Agreements. The Participant's signature on the Notice of Grant accepting this Option indicates that:

(a) HE OR SHE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THIS OPTION IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AND THAT BEING HIRED, GRANTED THIS OPTION, AND EXERCISING THIS OPTION WILL NOT RESULT IN VESTING.

(b) HE OR SHE FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION AND AGREEMENT DO NOT CREATE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH HIS OR HER RIGHT OR THE RIGHT OF THE EMPLOYER(S) TO TERMINATE HIS OR HER RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE, SUBJECT TO APPLICABLE LAWS.

(c) The Participant agrees that this Agreement and its incorporated documents reflect all agreements on its subject matters and that he or she is not accepting this Agreement based on any promises, representations, or inducements other than those reflected in the Agreement.

(d) The Participant understands that exercise of this Option is governed strictly by Sections 6, 7, and 8 of this Agreement and that failure to comply with those Sections could result in the expiration of this Option, even if an attempt was made to exercise.

(e) The Participant agrees that the Company's delivery of any documents related to the Plan or this Option (including the Plan, the Agreement, the Plan's prospectus and any reports of the Company provided generally to the Company's stockholders) to him or her may be made by electronic delivery, which may include but does not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or any other means of electronic

delivery specified by the Company. If the attempted electronic delivery of such documents fails, the Participant will be provided with a paper copy of the documents. The Participant acknowledges that he or she may receive from the Company a paper copy of any documents that were delivered electronically at no cost to him or her by contacting the Company by telephone or in writing. The Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if the Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents.

(f) The Participant may deliver any documents related to the Plan or this Option to the Company by e-mail or any other means of electronic delivery approved by the Administrator, but he or she must provide the Company or any designated third party administrator with a paper copy of any documents if his or her attempted electronic delivery of such documents fails.

(g) The Participant accepts that all good faith decisions or interpretations of the Administrator regarding the Plan and Awards under the Plan are binding, conclusive, and final. No member of the Administrator will be personally liable for any such decisions or interpretations.

(h) The Participant agrees that the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan.

(i) The Participant agrees that the grant of this Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past.

(j) The Participant agrees that any decisions regarding future Awards will be in the Company's sole discretion.

(k) The Participant agrees that he or she is voluntarily participating in the Plan.

(l) The Participant agrees that this Option and any Shares acquired under the Plan are not intended to replace any pension rights or compensation.

(m) The Participant agrees that this Option, any Shares acquired under the Plan, and their income and value are not part of normal or expected compensation for any purpose, including for calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits, or similar payments.

(n) The Participant agrees that the future value of the Shares underlying this Option is unknown, indeterminable, and cannot be predicted with certainty.

(o) The Participant understands that if the underlying Shares do not increase in value, this Option will have no intrinsic monetary value.

(p) The Participant understands that if this Option is exercised, the value of each Share received on exercise may increase or decrease in value, even below the Exercise Price.

(q) The Participant agrees that no member of the Company Group is liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of this Option or of any amounts due to him or her from the exercise of this Option or the subsequent sale of any Shares acquired upon exercise.

(r) Unless otherwise provided in the Plan or by the Administrator in its discretion, this Option and the benefits evidenced in this Agreement do not create any entitlement to have this Option or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares.

(s) The Participant agrees that he or she has no claim or entitlement to compensation or damages from any forfeiture of this Option resulting from the termination of his or her status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where he or she is a Service Provider or the terms of his or her service agreement, if any).

11. Data Privacy**.**

*(a) The Participant voluntarily consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other Award materials ("*Data*") by and among, as applicable, the Employer(s), the Company and any member of the Company Group for the exclusive purpose of implementing, administering, and managing his or her participation in the Plan.*

(b) The Participant understands that the Company and the Employer(s) may hold certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in his or her favor, for the exclusive purpose of implementing, administering, and managing the Plan.

(c) The Participant understands that Data will be transferred to one or more a stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than his or her country. The Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing his or her participation in the Plan.

(d) The Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by Applicable Laws, he or she may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting this Option, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Participant understands that he or she is providing these consents

on a purely voluntary basis. If the Participant does not consent or if he or she later seeks to revoke his or her consent, his or her engagement as a Service Provider with the Employer(s) will not be adversely affected; the only consequence of refusing or withdrawing his or her consent is that the Company will not be able to grant him or her awards under the Plan or administer or maintain awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan (including the right to retain this Option). The Participant understands that he or she may contact his or her local human resources representative for more information on the consequences of his or her refusal to consent or withdrawal of consent.

12. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that he or she may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and the Participant's country of residence, which may affect the Participant's ability to acquire or sell Shares or rights to Shares (e.g., this Option) under the Plan during such time as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant should keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Participant is responsible for ensuring compliance with any applicable restrictions and should consult with his or her personal legal advisor on this matter.

13. Foreign Asset/Account Reporting Requirements. Depending on the Participant's country, the Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the vesting or exercise of this Option, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. The Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in his or her country. The Participant may also be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Participant acknowledges that he or she is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements. The Participant further understands that he or she should consult the Participant's personal tax and legal advisors, as applicable on these matters.

14. Miscellaneous

(a) Address for Notices. Any notice to be given to the Company under the terms of this Agreement must be addressed to the Company at Sonder Holdings Inc., 101 15th Street, San Francisco, CA 94103, USA until the Company designates another address in writing.

(b) Non-Transferability of Option. This Option may not be transferred other than by will or the applicable laws of descent or distribution and may be exercised during the lifetime of the Participant only by him or her or his or her representative following a Disability.

(c) Binding Agreement. If this Option is transferred, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors, and assigns of the parties to this Agreement.

(d) Additional Conditions to Issuance of Stock. If at any time the Company determines, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any U.S. or non-U.S. federal, state or local law the tax Code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company.

(e) Captions. Captions provided in this Agreement are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

(f) Agreement Severable. If any provision of this Agreement is held invalid or unenforceable, that provision will be severed from the remaining provisions of this Agreement and the invalidity or unenforceability will have no effect on the remainder of the Agreement.

(g) Non-U.S. Appendix. This Option is subject to any special terms and conditions set forth in any Appendix. If the Participant relocates to a country included in the Appendix, the special terms and conditions for that country will apply to him or her to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons.

(h) Imposition of Other Requirements. The Company reserves the right to impose other requirements on this Option and the Shares subject to this Option, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(i) Choice of Law; Choice of Forum. The Plan, this Agreement, this Option, and all determinations made and actions taken under the Plan, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises under the Plan, the Participant's acceptance of this Option is his or her consent to the jurisdiction of the State of Delaware and his or her agreement that any such litigation will be conducted in the Delaware Court of Chancery or the federal courts for the United States for the District of Delaware and no other courts, regardless of where he or she is performing services.

(j) Modifications to the Agreement. The Plan and this Agreement constitute the entire understanding of the parties on the subjects covered. The Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. The Company reserves the right to revise the Agreement as it deems necessary or advisable, in its sole discretion and without the consent of the Participant, to comply with Code Section 409A, to otherwise avoid imposition of any additional tax or income recognition under Code Section 409A in connection with this Option, or to comply with other Applicable Laws.

(k) Waiver. The Participant acknowledges that a waiver by the Company of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of this Agreement by him or her.

(l) Language. If Participant has received this Agreement, or any other document related to this Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

EXHIBIT B

APPENDIX TO STOCK OPTION AGREEMENT

Terms and Conditions

This Appendix to Stock Option Agreement (the "**Appendix**") includes additional terms and conditions that govern this Option granted to the Participant under the Plan if he or she resides in one of the countries listed below on the Grant Date or he or she moves to one of the listed countries. Unless otherwise defined herein, capitalized terms sued but not defined herein shall have the same meanings as set forth in the Plan and this Agreement.

If the Participant is a citizen or resident of a country (or if the Participant is considered as such for local law purposes) other than the one in which the Participant is currently residing and/or working, or if the Participant transfers to another country after being granted the Option, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to the Participant.

Notifications

This Appendix may also include information regarding exchange controls and certain other issues of which the Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other Applicable Laws in effect in the respective countries as of [DATE] 2021. Such Applicable Laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Participant sells Shares acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure him or her of a particular result. The Participant is advised to seek appropriate professional advice as to how the Applicable Laws in his or her country may apply to his or her situation.

Finally, if the Participant is a citizen or resident of a country other than the one in which he or she is currently working, transfers employment after this Option is granted, or is considered a resident of another country for local law purposes, the information in this Appendix may not apply to him or her, and the Administrator will determine to what extent the terms and conditions in this Appendix apply.

Countries

[Insert]

EXHIBIT C

SONDER HOLDINGS INC.
2021 EQUITY INCENTIVE PLAN

EXERCISE NOTICE

Sonder Holdings Inc.
101 15th Street
San Francisco, CA 94103

Attention: Stock Administration

Purchaser Name:	
Grant Date of Stock Option (the "**Option**"):	
Grant Number:	
Exercise Date:	
Number of Shares Exercised:	
Per Share Exercise Price:	
Total Exercise Price:	
Exercise Price Payment Method:	
Tax Withholdings Payment Method:	

The information in the table above is incorporated in this Exercise Notice.

1. **Exercise of Option**. Effective as of the Exercise Date, I elect to purchase the Number of Shares Exercised ("**Exercised Shares**") under the Stock Option Agreement for this Option (the "**Agreement**") for the Total Exercise Price. Capitalized terms used but not defined in this Exercise Notice have the meanings given to them in the 2021 Equity Incentive Plan (the "**Plan**") and/or the Agreement.

2. **Delivery of Payment**. With this Exercise Notice, I am delivering the Total Exercise Price and any required Tax Withholdings to be paid in connection with the purchase of the Exercised Shares. I am paying my total purchase price by the Exercise Price Payment Method and the Tax Withholdings by the Tax Withholdings Payment Method.

3. **Representations of Purchaser**. I acknowledge that:

(a) I have received, read, and understood the Plan and the Agreement and agree to be bound by their terms and conditions.

(b) The exercise will not be completed until this Exercise Notice, Total Exercise Price, and all Tax-Related Payments are received by the Company.

(c) I have no rights as a stockholder of the Company (including the right to vote and receive dividends and distributions) on the Exercised Shares until the Exercised Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

(d) No adjustment will be made for a dividend or other right for which the record date is before the date of issuance, except for adjustments under Section 13 of the Plan.

(e) There may be adverse tax consequences to exercising this Option, and I am not relying on the Company for tax advice and have had an opportunity to obtain the advice of personal tax, legal, and financial advisors prior to exercising.

(f) The modification and choice of law provisions of the Agreement also govern this Exercise Notice.

4. **Entire Agreement; Choice of Law; Choice of Forum**. The Plan and the Agreement are incorporated by reference. This Exercise Notice, the Plan, and the Agreement are the entire agreement of the parties with respect to this Options and this exercise and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to their subject matter. The Plan, the Agreement, and this Exercise Notice, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises under the Plan (including without limitation under this Exercise Notice), the Participant consents to the jurisdiction of the State of Delaware and any such litigation being conducted in the Delaware Court of Chancery or the federal courts for the United States for the District of Delaware and no other courts, regardless of where he or she is performing services.

Submitted by:

PURCHASER

_____

Signature

Address: _____

_____

_____

SONDER HOLDINGS INC.
2021 EQUITY INCENTIVE PLAN

NOTICE OF RESTRICTED STOCK UNIT AWARD AND

RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms that are not defined in this Notice of Restricted Stock Unit Award and Restricted Stock Unit Agreement (the "Notice of Grant"), the Terms and Conditions of Restricted Stock Unit Award, the Non-U.S. Appendix attached hereto as Exhibit B and all other exhibits to the\se documents (all together, the "Agreement") have the meanings given to them in the Sonder Holdings Inc. 2021 Equity Incentive Plan (the "Plan").

The Participant has been granted this Restricted Stock Unit ("RSU") award according to the terms below and subject to the terms and conditions of the Plan and this Agreement, as follows:

Participant	_____
Participant I.D.	_____
Grant Number	_____
Grant Date	_____
Vesting Commencement Date	_____
Number of RSUs Granted	_____

Vesting Schedule:

Subject to the acceleration of vesting provisions herein, the RSUs subject to this Agreement will vest as follows:

[One-fourth ($1/4^{th}$) of the RSUs subject to this Agreement will be scheduled to vest on each annual anniversary of the Vesting Commencement Date, subject to the Participant continuing to be a Service Provider through the applicable vesting date.]

If the Participant ceases to be a Service Provider for any or no reason before he or she fully vests in these RSUs, the unvested RSUs will terminate according to the terms of Section 5 of this Agreement.

The Participant's signature below (or Participant's electronic signature or other electronic acknowledgement or acceptance of this Agreement or Award) indicates that:

(i) He or she agrees that this Restricted Stock Unit award is granted under and governed by the terms and conditions of the Plan and this Agreement, including their exhibits and appendices.

(ii) He or she understands that the Company is not providing any tax, legal, or financial advice and is not making any recommendations regarding his or her participation in the Plan or his or her acquisition or sale of Shares.

(iii) He or she has reviewed the Plan and this Agreement, has had an opportunity to obtain the advice of personal tax, legal, and financial advisors prior to signing this Agreement, and fully understands all provisions of the Plan and Agreement. He or she will consult with his or her own personal tax, legal, and financial advisors before taking any action related to the Plan.

(iv) He or she has read and agrees to each provision of Section 9 of this Agreement.

(v) He or she will notify the Company of any change to the contact address below.

(vi) He or she acknowledges and agrees that unless otherwise required to comply with Applicable Laws, these RSUs will be subject to recoupment under any clawback policy that the Company adopts pursuant to Section 17.4 of the Plan.

PARTICIPANT

_____

Signature

Address: _____

_____

_____

EXHIBIT A

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

1. Grant. The Company grants the Participant an award of RSUs as described in the Notice of Grant. If there is a conflict between the Plan, this Agreement, or any other agreement with the Participant governing these RSUs, those documents will take precedence and prevail in the following order: (a) the Plan, (b) the Agreement, and (c) any other agreement between the Company and the Participant governing these RSUs.

2. Company's Obligation to Pay. Each RSU is a right to receive a Share on the date it vests. Until an RSU vests, the Participant has no right to payment of the Share. Before a vested RSU is paid, the RSU is an unsecured obligation of the Company, payable (if at all) only from the Company's general assets. A vested RSU will be paid to the Participant (or in the event of his or her death, to his or her estate or such other person as specified in Section 6 below) in whole Shares. Subject to the provisions of Section 4(b) and notwithstanding anything in the Plan to the contrary, each vested RSU that has met all requirements for settlement under this Agreement will be settled no later than the applicable Settlement Deadline. "Settlement Deadline" with respect to a particular vested RSU means as soon as practicable after vesting (but no later than sixty (60) days following the vesting date (or, if earlier, no later than March 15 of the calendar year following the calendar year in which occurs the first date on which the applicable RSU is no longer subject to a substantial risk of forfeiture for purposes of Section 409A)). If any RSU has not met all the requirements for settlement under this Agreement in a manner that would allow it to be settled by the applicable Settlement Deadline, such RSU will be forfeited as of immediately following the applicable Settlement Deadline. In no event will Participant be permitted, directly or indirectly, to specify the taxable year or date of settlement of any RSUs under this Agreement. For the avoidance of doubt, there may be multiple Settlement Deadlines, with each such Settlement Deadline corresponding to a particular RSU.

3. Vesting. These RSUs will vest only under the Vesting Schedule in the Notice of Grant, Section 4 of this Agreement, or Section 14 of the Plan. RSUs scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest unless the Participant continues to be a Service Provider until the time such vesting is scheduled to occur.

4. Acceleration; Amendment.

(a) Discretionary Acceleration or Amendment. The Administrator may, pursuant to its authority under, and in accordance with, Section 4.2(e), Section 4.2(i), Section 4.2(n) and Section 9.3 of the Plan, in its discretion, unilaterally (x) accelerate, in whole or in part, the vesting of these RSUs, (y) waive or decrease some or all of the requirements required for vesting of unvested RSUs at any time, or (z) waive or decrease some or all of the requirements for settlement of RSUs at any time, in each case, subject to the terms of the Plan but without the need for Participant consent in any instance, and subject to Section 13(j) of this Agreement; provided, however, that no such acceleration, waiver or decrease shall occur or be effective unless such modification would result in this RSU award remaining exempt or excepted from the requirements of Code Section 409A pursuant to the "short-term deferral" exception or another exception or exemption under Code Section 409A, or otherwise complying with Code Section 409A, in each case such that none of this Agreement, the RSUs provided under this Agreement, or Shares issuable hereunder will be subject to the additional tax imposed under Code Section 409A. If so modified, the vesting date with respect to the applicable RSUs will be deemed for all purposes of this Agreement to be the date specified by the Administrator (provided, that, for purposes of determining the applicable settlement deadline under Section 1 of this Agreement with respect to such RSUs, the vesting date will be deemed to be no later than the first date on which the RSUs are no longer subject to a substantial risk of forfeiture for purposes of Code

Section 409A). The settlement of RSUs through Shares pursuant to this Section 4(a) shall in all cases be no later than the applicable settlement deadline as set forth in Section 1 of this Agreement and at a time or in a manner that is exempt from, or complies with, Code Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Agreement only by direct and specific reference to such sentence.

(b) The Company's intent is that this RSU award be exempt or excepted from the requirements of Code Section 409A. However, in an abundance of caution, the Company is including in this subsection, certain Code Section 409A rules that only apply if these RSUs are not exempt or excepted, and then only in certain circumstances. Specifically, Code Section 409A contains rules that must apply to these RSUs if (a) they are not exempt or excepted from Code Section 409A, (b) the Company has any stock that is publicly traded on an established securities market or otherwise at the time Participant's service terminates, (c) Participant receives acceleration of vesting of these RSUs in connection with a termination of service, and (d) at the time of such termination, Participant is considered a "specified employee" under the Code Section 409A rules. Should these rules ever become applicable to Participant's RSUs, then notwithstanding anything in the Plan, this Agreement or any other agreement (whether entered into before, on or after the Grant Date) to the contrary, if the vesting of these RSUs is accelerated in connection with Participant's termination as a Service Provider (provided that such termination is a "separation from service" within the meaning of Code Section 409A, as determined by the Company), other than due to Participant's death, and if (x) Participant is a U.S. taxpayer and a "specified employee" within the meaning of Code Section 409A at the time of such termination as a Service Provider and (y) the settlement of such accelerated RSUs will result in the imposition of additional tax under Code Section 409A if such settlement is on or within the six (6) month period following Participant's termination as a Service Provider, then the settlement of such accelerated RSUs will not occur until the date six (6) months and one (1) day following the date of Participant's termination as a Service Provider, unless the Participant dies following his or her termination as a Service Provider, in which case, the Shares subject to these RSUs will be settled and issued to the Participant's administrator or executor of his or her estate as soon as practicable following his or her death (subject to Section 6).

5. Forfeiture upon Cessation of Status as a Service Provider. Upon the Participant's termination as a Service Provider for any reason, these RSUs will immediately stop vesting and any of these RSUs that have not yet vested will be forfeited by the Participant for no consideration upon the date that Participant ceases to be a Service Provider for any reason, in all cases, subject to Applicable Laws. For the avoidance of doubt, service during any portion of the vesting period shall not entitle the Participant to vest in a pro rata portion of unvested RSUs. For purposes of the RSUs, the Participant's status as a Service Provider will be considered to be terminated as of the date the Participant is no longer providing services to the Company, or if different, the Participant's employer (the "Employer") or the Subsidiary or Parent to which the Participant is providing services (the Employer, Subsidiary or Parent, as applicable, the "Service Recipient") or other member of the Company Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is a Service Provider or the terms of the Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Administrator, the Participant's right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is a Service Provider or the terms of the Participant's employment or service agreement, if any). The Administrator shall have the exclusive discretion to determine when the Participant is no longer providing services for purposes of the RSUs (including whether the Participant may still be considered to be providing services while on a leave of absence).

6. Death of Participant. Any distribution or delivery to be made to the Participant under this Agreement will, if he or she is then deceased, be made to the administrator or executor of his or her estate or, if the Administrator permits, his or her designated beneficiary, unless otherwise required to comply with Applicable Laws. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations that apply to the transfer.

7. Tax Obligations.

(a) Tax Withholding.

(i) No Shares will be issued to the Participant until he or she makes satisfactory arrangements (as determined by the Administrator) for the payment of Tax Withholdings. If the Participant is a non-U.S. employee, the method of payment of Tax Withholdings may be restricted by any Appendix (as defined below). If the Participant fails to make satisfactory arrangements for the payment of any Tax Withholdings under this Agreement when any of these RSUs otherwise are supposed to vest or Tax Withholdings related to RSUs otherwise are due, he or she will permanently forfeit the applicable RSUs and any right to receive Shares under such RSUs, and such RSUs will be returned to the Company at no cost to the Company, to the extent permitted by Applicable Laws.

(ii) The Company has the right (but not the obligation) to satisfy any Tax Withholdings by withholding from proceeds of a sale of Shares acquired upon payment of these RSUs arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent)[, and this will be the method by which such tax withholding obligations are satisfied until the Company determines otherwise, subject to Applicable Laws].

(iii) The Company also has the right (but not the obligation) to satisfy any Tax Withholdings: (a) by reducing the number of Shares otherwise deliverable to the Participant; (b) by requiring payment by cash or check made payable to the Company and/or any Service Recipient with respect to which the withholding obligation arises; (c) by deduction of such amount from salary, wages or other compensation payable to the Participant; or (d) in any combination of the foregoing, or any other method determined by the Administrator to be compliance with Applicable Laws.

(iv) The Company may withhold or account for Tax Withholdings by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock), or if not refunded, the Participant may seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax Withholdings directly to the applicable tax authority or to the Company and/or the Employer(s). If the obligation for Tax Withholdings is satisfied by withholding in Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax Withholdings.

(v) Further, if the Participant is subject to taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, the Company or the Employer(s) or former Employer(s) may withhold or account for tax in more than one jurisdiction.

(vi) Regardless of any action of the Company or the Employer(s), the Participant acknowledges that the ultimate liability for all Tax Withholdings and any and all additional taxes related to the Award, the Shares or other amounts or property delivered under the Award and the Participant's participation in the Plan is and remains his or her responsibility and may exceed the amount actually withheld by the Company or the Employer(s). The Participant further acknowledges that the Company and the Employer(s) (1) make no representations or undertakings regarding the treatment of any Tax Withholdings in connection with any aspect of these RSUs and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of these RSUs to reduce or eliminate his or her liability for Tax Withholdings or achieve any particular tax result.

(b) Code Section 409A. It is the intent of this Agreement that it and all issuances and benefits to U.S. taxpayers hereunder be exempt or excepted from the requirements of Code Section 409A pursuant to the "short-term deferral" exception under Code Section 409A, or otherwise be exempted or excepted from, or comply with, Code Section 409A, so that none of this Agreement, the RSUs provided under this Agreement, or Shares issuable thereunder will be subject to the additional tax imposed under Code Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or excepted, or to so comply. Each issuance upon settlement of the RSUs under this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). In no event will any member of the Company Group have any liability or obligation to reimburse, indemnify, or hold harmless Participant for any taxes that may be imposed, or other costs incurred, on Participant as a result of Code Section 409A.

8. Rights as Stockholder. The Participant's or any other person's rights as a stockholder of the Company (including the right to vote and to receive dividends and distributions) will not begin until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

9. Acknowledgements and Agreements. The Participant's signature on the Notice of Grant accepting these RSUs indicates that:

(a) HE OR SHE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THESE RSUS IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AND THAT BEING HIRED OR BEING GRANTED THESE RSUS WILL NOT RESULT IN VESTING.

(b) HE OR SHE FURTHER ACKNOWLEDGES AND AGREES THAT THESE RSUS AND THIS AGREEMENT DO NOT CREATE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL AND WILL NOT INTERFERE IN ANY WAY WITH HIS OR HER RIGHT OR THE RIGHT OF THE EMPLOYER(S) TO TERMINATE HIS OR HER RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE, SUBJECT TO APPLICABLE LAWS.

(c) The Participant agrees that this Agreement and its incorporated documents reflect all agreements on its subject matters and that he or she is not accepting this Agreement based on any promises, representations, or inducements other than those reflected in the Agreement.

(d) The Participant agrees that the Company's delivery of any documents related to the Plan or these RSUs (including the Plan, the Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders) to him or her may be made by electronic delivery, which may include but does not necessarily include the

delivery of a link to a Company intranet or to the Internet site of a third party involved in administering the Plan, the delivery of the document via email, or any other means of electronic delivery specified by the Company. If the attempted electronic delivery of such documents fails, the Participant will be provided with a paper copy of the documents. The Participant acknowledges that he or she may receive from the Company a paper copy of any documents that were delivered electronically at no cost to him or her by contacting the Company by telephone or in writing. The Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if the Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents.

(e) The Participant may deliver any documents related to the Plan or these RSUs to the Company by e-mail or any other means of electronic delivery approved by the Administrator, but he or she must provide the Company or any designated third party administrator with a paper copy of any documents if his or her attempted electronic delivery of such documents fails.

(f) The Participant accepts that all good faith decisions or interpretations of the Administrator regarding the Plan and Awards under the Plan are binding, conclusive, and final. No member of the Administrator will be personally liable for any such decisions or interpretations.

(g) The Participant agrees that the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan.

(h) The Participant agrees that the grant of these RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past.

(i) The Participant agrees that any decisions regarding future Awards will be in the Company's sole discretion.

(j) The Participant agrees that he or she is voluntarily participating in the Plan.

(k) The Participant agrees that these RSUs and any Shares acquired under these RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation.

(l) The Participant agrees that these RSUs, any Shares acquired under these RSUs, and the income from and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits, or similar payments.

(m) The Participant agrees that the future value of the Shares underlying these RSUs is unknown, indeterminable, and cannot be predicted with certainty.

(n) The Participant agrees that no member of the Company Group is liable for any foreign exchange rate fluctuation between the Participant's local currency and the United

States Dollar that may affect the value of these RSUs or of any amounts due to him or her from the payment of these RSUs or the subsequent sale of any Shares acquired upon such payment.

(o) Unless otherwise provided in the Plan or by the Administrator in its discretion, the RSUs and the benefits evidenced in this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares.

(p) The Participant agrees that he or she has no claim or entitlement to compensation or damages from any forfeiture of these RSUs resulting from the termination of his or her status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where he or she is a Service Provider or the terms of his or her service agreement, if any).

10. Data Privacy.

(a) The Participant voluntarily consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other Award materials ("Data") by and among, as applicable, the Employer(s), the Company and any member of the Company Group for the exclusive purpose of implementing, administering, and managing his or her participation in the Plan.

(b) The Participant understands that the Company and the Employer(s) may hold certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in his or her favor, for the exclusive purpose of implementing, administering, and managing the Plan.

(c) The Participant understands that Data will be transferred to one or more stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than his or her country. The Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing his or her participation in the Plan.

(d) The Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by Applicable Laws, he or she may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting these RSUs, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Participant understands that he or she is providing these consents on a purely voluntary basis. If the Participant does not consent or if he or she later seeks to revoke his or her consent, his or her engagement as a Service Provider with the Employer(s) will

not be adversely affected; the only consequence of refusing or withdrawing his or her consent is that the Company will not be able to grant him or her awards under the Plan or administer or maintain awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan (including the right to retain these RSUs). The Participant understands that he or she may contact his or her local human resources representative for more information on the consequences of his or her refusal to consent or withdrawal of consent.

11. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that he or she may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and the Participant's country of residence, which may affect the Participant's ability to acquire or sell Shares or rights to Shares (e.g., RSUs) under the Plan during such time as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant should keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Participant is responsible for ensuring compliance with any applicable restrictions and should consult with his or her personal legal advisor on this matter.

12. Foreign Asset/Account Reporting Requirements. Depending on the Participant's country, the Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the vesting of the RSUs, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. The Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in his or her country. The Participant may also be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Participant acknowledges that he or she is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements. The Participant further understands that he or she should consult the Participant's personal tax and legal advisors, as applicable on these matters.

13. Miscellaneous.

(a) Address for Notices. Any notice to be given to the Company under the terms of this Agreement must be addressed to the Company at Sonder Holdings Inc., 101 15th Street, San Francisco, CA 94103, USA until the Company designates another address in writing.

(b) Non-Transferability of RSUs. These RSUs may not be transferred other than by will or the applicable laws of descent or distribution.

(c) Binding Agreement. If any RSUs are transferred, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors, and assigns of the parties to this Agreement.

(d) Additional Conditions to Issuance of Stock. If at any time the Company determines, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any U.S. or non-U.S. federal, state or local law the

tax Code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. If any such listing, registration, qualification, rule compliance, clearance, consent or approval has not been completed by the applicable Settlement Deadline with respect to a Restricted Stock Unit in a manner that would allow it to be settled by the applicable Settlement Deadline, such Restricted Stock Unit will be forfeited as of immediately following the Settlement Deadline for no consideration and at no cost to the Company. Subject to the terms of this Agreement and the Plan, the Company shall not be required to issue any certificate or certificates for Shares hereunder prior to the lapse of such reasonable period of time following the date of vesting of a Restricted Stock Unit as the Administrator may establish from time to time for reasons of administrative convenience and any such certificate may be in book entry form.

(e) Captions. Captions provided in this Agreement are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

(f) Agreement Severable. If any provision of this Agreement is held invalid or unenforceable, that provision will be severed from the remaining provisions of this Agreement and the invalidity or unenforceability will have no effect on the remainder of the Agreement.

(g) Non-U.S. Appendix. These RSUs are subject to any special terms and conditions set forth in any appendix to this Agreement for the Participant's country (the "Appendix"). If the Participant relocates to a country included in the Appendix, the special terms and conditions for that country will apply to him or her to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons.

(h) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing; provided, however, that no such imposition of other requirements shall occur or be effective unless such imposition would result in these RSUs remaining exempt or excepted from the requirements of Code Section 409A pursuant to the "short-term deferral" exception or another exception or exemption under Code Section 409A, or otherwise complying with Code Section 409A, in each case such that none of this Agreement, the RSUs provided under this Agreement, or Shares, cash or other property issuable hereunder will be subject to the additional tax imposed under Code Section 409A.

(i) Choice of Law; Choice of Forum. The Plan, this Agreement, these RSUs, and all determinations made and actions taken under the Plan, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises under the Plan, the Participant's acceptance of these RSUs is his or her consent to the jurisdiction of the State of Delaware and his or her agreement that any such litigation will be conducted in the Delaware Court of Chancery or the federal courts for the United States for the District of Delaware and no other courts, regardless of where he or she is performing services.

(j) Modifications to the Agreement. The Plan and this Agreement constitute the entire understanding of the parties on the subjects covered. The Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything in the Plan or this Agreement to the contrary, but subject to Section 13(h), the Administrator may, without the consent of the Participant, modify this Agreement in any of the following manners: (a) take any action permitted by Section 4 of this Agreement, including to waive or decrease, in whole or in part, some or all of the requirements required for vesting of all or a portion of the unvested RSUs; or (b) waive or decrease some or all of the requirements for settlement of RSUs. The Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without the consent of the Participant, to comply with Code Section 409A, to otherwise avoid imposition of any additional tax or income recognition under Code Section 409A in connection with these RSUs, or to comply with other Applicable Laws.

(k) Waiver. The Participant acknowledges that a waiver by the Company of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of this Agreement by him or her.

(l) Language. The Participant acknowledges that the Participant is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms of this Agreement. If Participant has received this Agreement, or any other document related to these RSUs and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

EXHIBIT B

APPENDIX TO RESTRICTED STOCK UNIT AGREEMENT

Terms and Conditions

This Appendix to Restricted Stock Unit Agreement (the "Appendix") includes additional terms and conditions that govern these RSUs granted to the Participant under the Plan if he or she resides and/or works in one of the countries listed below on the Grant Date or he or she moves to one of the listed countries. Unless otherwise defined herein, capitalized terms used but not defined herein shall have the same meanings as set forth in the Plan and the Agreement.

If the Participant is a citizen or resident of a country (or if the Participant is considered as such for local law purposes) other than the one in which the Participant is currently residing and/or working, or if the Participant transfers to another country after being granted the RSUs, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to the Participant.

Notifications

This Appendix may also include information regarding securities laws, exchange controls and certain other issues of which the Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other Applicable Laws in effect in the respective countries as of [DATE] 2021. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Participant vests in or sells the Shares acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure him or her of a particular result. The Participant is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation.

Finally, if the Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment after these RSUs are granted, or is considered a resident of another country for local law purposes, the information in this Appendix may not apply to him or her, and the Administrator will determine to what extent the terms and conditions in this Appendix apply.

Countries

[Insert]

SONDER HOLDINGS INC.

2019 EQUITY INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide additional incentive to Employees, Directors and Consultants, and
- to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock and Restricted Stock Units.

2. Definitions. As used herein, the following definitions will apply:

(a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

(b) "Applicable Laws" means the legal and regulatory requirements relating to the administration of equity-based awards, including but not limited to the related issuance of shares of Common Stock, including but not limited to, under U.S. federal and state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any non-U.S. country or jurisdiction where Awards are, or will be, granted under the Plan.

(c) "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, or Restricted Stock Units.

(d) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(e) "Board" means the Board of Directors of the Company.

(f) Change in Control" means the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection, the acquisition of additional stock by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the stock of the Company will not be considered a Change in Control; provided, further, that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board also will not be considered a Change in Control. Further, if the stockholders of the Company immediately before such change in ownership continue to retain immediately after the change in ownership, in substantially the same proportions as their ownership of shares of the Company's voting stock immediately prior to the change in ownership, direct or indirect beneficial ownership of fifty percent (50%) or more

of the total voting power of the stock of the Company or of the ultimate parent entity of the Company, such event shall not be considered a Change in Control under this subsection (i). For this purpose, indirect beneficial ownership shall include, without limitation, an interest resulting from ownership of the voting securities of one or more corporations or other business entities which own the Company, as the case may be, either directly or through one or more subsidiary corporations or other business entities; or

(ii) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Exchange Act, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii)Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person or Persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 2(f), persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the jurisdiction of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder will include such section or

regulation, any valid regulation or formal guidance of general or direct applicability promulgated under such section or regulation (and any comparable provision of any future legislation, regulation or formal guidance of general or direct applicability amending, supplementing or superseding such section or regulation).

(h) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board, or by a duly authorized committee of the Board, in accordance with Section 4 hereof.

(i) "Common Stock" means the common stock of the Company.

(j) "Company" means Sonder Holdings Inc., a Delaware corporation, or any successor thereto.

(k) "Consultant" means any natural person, including an advisor, engaged by the Company or a Parent or Subsidiary to render bona fide services to such entity, provided the services (i) are not in connection with the offer or sale of securities in a capital-raising transaction, and (ii) do not directly promote or maintain a market for the Company's securities, in each case, within the meaning of Form S-8 promulgated under the Securities Act, and provided further, that a Consultant will include only those persons to whom the issuance of Shares may be registered under Form S-8 promulgated under the Securities Act.

(l) "Director" means a member of the Board.

(m) "Disability" means total and permanent disability as defined in Code Section 22(e)(3), provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(n) "Employee" means any person, including officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(o) "Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

(p) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for awards of the same type (which may have higher or lower exercise prices and different terms), awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is reduced or increased. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(q) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such stock (or, if no closing sales price was reported on that date, as applicable, on the last trading date such closing sales price was reported)

as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(iii)In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

(r) "Incentive Stock Option" means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Code Section 422 and the regulations promulgated thereunder.

(s) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(t) "Option" means a stock option granted pursuant to the Plan.

(u) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Code Section 424(e).

(v) "Participant" means the holder of an outstanding Award.

(w) "Period of Restriction" means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(x) "Plan" means this 2019 Equity Incentive Plan.

(y) "Restricted Stock" means Shares issued pursuant to an Award of Restricted Stock under Section 8 of the Plan, or issued pursuant to the early exercise of an Option.

(z) "Restricted Stock Unit" means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 9. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(aa) "Section 409A" means Code Section 409A and the Treasury Regulations and guidance thereunder, and any applicable state law equivalent, as each may be promulgated, amended or modified from time to time.

(bb) "Securities Act" means the U.S. Securities Act of 1933, as amended.

(cc) "Service Provider" means an Employee, Director or Consultant.

(dd) "Share" means a share of the Common Stock, as adjusted in accordance with Section 13 of the Plan.

(ee) "Stock Appreciation Right" means an Award, granted alone or in connection with an Option, that pursuant to Section 7 is designated as a Stock Appreciation Right.

(ff) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Code Section 424(f).

3. Stock Subject to the Plan.

(a) Stock Subject to the Plan. Subject to the provisions of Section 13 of the Plan, the maximum aggregate number of Shares that may be subject to Awards and sold under the Plan is equal to 7,000,000 plus the sum of (i) any Shares that, as of the date of stockholder approval of this Plan, have been reserved but not issued pursuant to any awards granted under the Sonder Canada Inc. Stock Option Plan (the "Prior Plan") and are not subject to any awards granted thereunder, and (ii) any Shares subject to stock options or similar awards granted under the Prior Plan that, after the date of stockholder approval of this Plan, expire or otherwise terminate without having been exercised in full and Shares issued pursuant to awards granted under the Prior Plan that, after the date of stockholder approval of this Plan, are forfeited to or repurchased by the Company, with the maximum number of Shares to be added to the Plan pursuant to clauses (i) and (ii) equal to 22,800,564 Shares. The Shares may be authorized but unissued, or reacquired Common Stock.

(b) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an Exchange Program, or, with respect to Restricted Stock or Restricted Stock Units, is forfeited to or repurchased by the Company due to the failure to vest, the unpurchased Shares (or for Awards other than Options or Stock Appreciation Rights the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). With respect to Stock Appreciation Rights, only Shares actually issued pursuant to a Stock Appreciation Right will cease to be available under the Plan; all remaining Shares under Stock Appreciation Rights will remain available for future grant or sale under the Plan (unless the Plan has terminated). Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if Shares issued pursuant to Awards of Restricted Stock or Restricted Stock Units are repurchased by the Company or are forfeited to the Company due to the failure to vest, such Shares will become available for future grant under the Plan. Shares used to pay the exercise price of an Award or to satisfy the tax withholdings related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment as provided in Section 13, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3(a), plus, to the extent allowable under Code Section 422 and the Treasury Regulations promulgated thereunder, any Shares that become available for issuance under the Plan pursuant to Section 3(b).

(c) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which Committee will be constituted to satisfy Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine the Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii)to determine the number of Shares to be covered by each Award granted hereunder;

(iv)to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;

(vi)to institute and determine the terms and conditions of an Exchange Program;

(vii) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(ix)to modify or amend each Award (subject to Section 18(c) of the Plan), including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards and to extend the maximum term of an Option (subject to Section 6(d));

(x) to allow Participants to satisfy withholding tax obligations in a manner prescribed in Section 14;

(xi)to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xii) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that otherwise would be due to such Participant under an Award; and

(xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards and will be given the maximum deference permitted by Applicable Laws.

5. Eligibility. Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, and Restricted Stock Units may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

(a) Grant of Options. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Options in such amounts as the Administrator, in its sole discretion, will determine.

(b) Option Agreement. Each Award of an Option will be evidenced by an Award Agreement that will specify the exercise price, the term of the Option, the number of Shares subject to the Option, the exercise restrictions, if any, applicable to the Option, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(c) Limitations. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. Notwithstanding such designation, however, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(c), Incentive Stock Options will be taken into account in the order in which they were granted, the Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted, and calculation will be performed in accordance with Code Section 422 and Treasury Regulations promulgated thereunder.

(d) Term of Option. The term of each Option will be stated in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. In the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(e) Option Exercise Price and Consideration.

(i) Exercise Price. The per Share exercise price for the Shares to be issued pursuant to the exercise of an Option will be determined by the Administrator, but will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. In addition, in the case of an Incentive Stock Option granted to an Employee who owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant.

Notwithstanding the foregoing provisions of this Section 6(e)(i), Options may be granted with a per Share exercise price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Code Section 424(a).

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised. For the avoidance of doubt, the Administrator (in its discretion) may permit an Option to be exercised before it is vested.

(iii)Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash (including cash equivalents); (2) check; (3) promissory note, to the extent permitted by Applicable Laws, (4) other Shares, provided that such Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option will be exercised and provided further that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator determines in its sole discretion; (5) consideration received by the Company under cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (6) by net exercise, (7) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws, or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator will consider if acceptance of such consideration may be reasonably expected to benefit the Company.

(f) Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable tax withholding). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan.

Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within thirty (30) days of termination, or such longer period of time as is specified in the Award Agreement or in writing by the Administrator (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent that the Option is vested on the date of termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii)Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within six (6) months of termination, or such longer period of time as is specified in the Award Agreement or in writing by the Administrator (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent the Option is vested on the date of termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv)Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised within six (6) months following the Participant's death, or within such longer period of time as is specified in the Award Agreement or in writing by the Administrator (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent that the Option is vested on the date of death, by the Participant's designated beneficiary, provided such beneficiary has been designated prior to the Participant's death in a form (if any) acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution (each, a "Legal Representative"). If the Option is exercised pursuant to this Section 6(f)(iv), Participant's designated beneficiary or Legal Representative shall be subject to the terms of this Plan and the Award Agreement, including but not limited to the restrictions on transferability and forfeitability applicable to the Service Provider. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

7. Stock Appreciation Rights.

(a) Grant of Stock Appreciation Rights. Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares. The Administrator will have complete discretion to determine the number of Shares subject to any Award of Stock Appreciation Rights.

(c) Exercise Price and Other Terms. The per Share exercise price for the Shares that will determine the amount of the payment to be received upon exercise of a Stock Appreciation Right as set forth in Section 7(f) will be determined by the Administrator and will

be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. Otherwise, the Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan.

(d) Stock Appreciation Right Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement. Notwithstanding the foregoing, the rules of Section 6(d) relating to the maximum term and Section 6(f) relating to exercise also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

(i) The difference between the Fair Market Value of a Share on the date of exercise over the exercise price; times

(ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

8. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

(c) Transferability. Except as provided in this Section 8 or as the Administrator determines, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions. Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

9. Restricted Stock Units.

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. After the Administrator determines that it will grant Restricted Stock Units, it will advise the Participant in an Award Agreement of the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment or service), or any other basis determined by the Administrator in its discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as determined by the Administrator. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may settle earned Restricted Stock Units in cash, Shares, or a combination of both.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

10. Compliance With Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Section 409A such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to be exempt from or meet the requirements of Section 409A and will be construed and interpreted in accordance with such intent (including with respect to any ambiguities or ambiguous terms), except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Section 409A, such that the grant, payment, settlement or deferral will not be

subject to the additional tax or interest applicable under Section 409A. In no event will the Company or any Parent or Subsidiary have any liability or obligation to reimburse, indemnify, or hold harmless a Participant (or any other person) for any taxes, penalties or interest that may be imposed on, or other costs incurred by, Participant (or any other person) as a result of Section 409A.

11. Leaves of Absence/Transfer Between Locations. Unless the Administrator provides otherwise or as otherwise required by Applicable Laws, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months following the first (1st) day of such leave, any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

12. Limited Transferability of Awards.

(a) Unless determined otherwise by the Administrator, Awards may not be sold, pledged, assigned, hypothecated, or otherwise transferred in any manner other than by will or by the laws of descent and distribution (which, for purposes of clarification, shall be deemed to include through a beneficiary designation if available in accordance with Section 6(f)), and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) as permitted by Rule 701 of the Securities Act.

(b) Further, until the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Administrator determines that it is, will, or may no longer be relying upon the exemption from registration under the Exchange Act as set forth in Rule 12h-1(f) promulgated under the Exchange Act (the "Rule 12h-1(f) Exemption"), an Option, or prior to exercise, the Shares subject to the Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than to (i) persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (ii) to an executor or guardian of the Participant upon the death or disability of the Participant, in each case, to the extent required for continued reliance on the Rule 12h-1(f) Exemption. Notwithstanding the foregoing sentence, the Administrator, in its sole discretion, may determine to permit transfers to the Company or in connection with a Change in Control or other acquisition transactions involving the Company to the extent permitted by Rule 12h-1(f) or, if the Company is not relying on the Rule 12h-1(f) Exemption, to the extent permitted by the Plan.

13. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend (other than an ordinary dividend) or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of shares

of stock that may be delivered under the Plan and/or the number, class, and price of shares of stock covered by each outstanding Award. Further, the Administrator will make such adjustments to an Award as required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the Award.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Merger or Change in Control. In the event of a merger of the Company with or into another corporation or other entity or a Change in Control, each outstanding Award will be treated as the Administrator determines (subject to the provisions of the following paragraph) without a Participant's consent, including, without limitation, that (i) Awards will be assumed, or substantially equivalent awards will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to a Participant, that the Participant's Awards will terminate upon or immediately prior to the consummation of such merger or Change in Control; (iii) outstanding Awards will vest and become exercisable, realizable, or payable, or restrictions applicable to an Award will lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, and, to the extent the Administrator determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iv) (A) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment), or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this subsection 13(c), the Administrator will not be obligated to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

Unless specifically provided otherwise under the applicable Award Agreement or other written agreement between the Participant and the Company or any of its Subsidiaries or Parents, as applicable, if an Option or Stock Appreciation Right is not assumed or substituted in the event of a merger or Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be exercisable, to the extent vested, for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection 13(c), an Award will be considered assumed if, following the merger or Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the merger or Change in Control, the consideration (whether stock, cash, or other securities or property) received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, for each Share

subject to such Award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the merger or Change in Control.

Notwithstanding anything in this Section 13(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent, in all cases, unless specifically provided otherwise under the applicable Award Agreement or other written agreement between the Participant and the Company or any of its Subsidiaries or Parents, as applicable; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

Notwithstanding anything in this Section 13(c) to the contrary, and unless otherwise provided in an Award Agreement, if an Award that vests, is earned or paid-out under an Award Agreement is subject to Section 409A and if the change in control definition contained in the Award Agreement does not comply with the definition of "change of control" for purposes of a distribution under Section 409A, then any payment of an amount that is otherwise accelerated under this Section will be delayed until the earliest time that such payment would be permissible under Section 409A without triggering any penalties applicable under Section 409A.

14. Tax Withholding.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by such methods as the Administrator shall determine, including, without limitation, (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a fair market value equal to the minimum statutory amount required to be withheld or such greater amount as the Administrator may determine if such amount would not have adverse accounting consequences, as the Administrator determines in its sole discretion, (iii) delivering to the Company already-owned Shares having a fair market value equal to the statutory amount required to be withheld or such greater amount as the Administrator may determine, in each case, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Administrator determines in its sole discretion, (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld, (v) such other consideration and method of payment for the meeting of tax withholding obligations as the Administrator may determine to the extent permitted by Applicable Laws, or (vi) any combination of the foregoing methods of payment. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined or such greater amount as the Administrator may determine if such amount would not have adverse accounting consequences, as the Administrator determines in its sole discretion. The fair market value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

15. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company or its Subsidiaries or Parents, as applicable, nor will they interfere in any way with the Participant's right or the right of the Company and its Subsidiaries or Parents, as applicable, to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

16. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

17. Term of Plan. Subject to Section 21 of the Plan, the Plan will become effective upon its adoption by the Board. Unless sooner terminated under Section 18, it will continue in effect for a term of ten (10) years from the later of (a) the effective date of the Plan, or (b) the earlier of the most recent Board or stockholder approval of an increase in the number of Shares reserved for issuance under the Plan.

18. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

19. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

20. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction or to complete or comply with the requirements of any registration or other qualification of the Shares under any state, federal or foreign law or under the rules and regulations of the Securities and Exchange Commission, the stock exchange on which Shares of the same class are then listed, or any other governmental or regulatory body, which authority, registration, qualification or rule compliance is deemed by the Company's counsel to be necessary or advisable for the issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to

which such requisite authority, registration, qualification or rule compliance will not have been obtained.

21. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

22. Information to Participants. If and as required (i) pursuant to Rule 701 of the Securities Act, if the Company is relying on the exemption from registration provided pursuant to Rule 701 of the Securities Act with respect to the applicable Award, and/or (ii) pursuant to Rule 12h-1(f) of the Exchange Act, to the extent the Company is relying on the Rule 12h-1(f) Exemption, then during the period of reliance on the applicable exemption and in each case of (i) and (ii) until such time as the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall provide to each Participant the information described in paragraphs (e)(3), (4), and (5) of Rule 701 under the Securities Act not less frequently than every six (6) months with the financial statements being not more than 180 days old and with such information provided either by physical or electronic delivery to the Participants or by written notice to the Participants of the availability of the information on an Internet site that may be password-protected and of any password needed to access the information. The Company may request that Participants agree to keep the information to be provided pursuant to this section confidential. If a Participant does not agree to keep the information to be provided pursuant to this section confidential, then the Company will not be required to provide the information unless otherwise required pursuant to Rule 12h-1(f)(1) under the Exchange Act (if the Company is relying on the Rule 12h-1(f) Exemption) or Rule 701 of the Securities Act (if the Company is relying on the exemption pursuant to Rule 701 of the Securities Act).

23. Forfeiture Events.

(a) All Awards granted under the Plan will be subject to recoupment under any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Laws. In addition, the Administrator may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Administrator determines necessary or appropriate, including but not limited to a reacquisition right regarding previously acquired Shares or other cash or property. Unless this Section 23 is specifically mentioned and waived in an Award Agreement or other document, no recovery of compensation under a clawback policy or otherwise will be an event that triggers or contributes to any right of a Participant to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company or a Parent or Subsidiary of the Company.

(b) The Administrator may specify in an Award Agreement that the Participant's rights, payments, and benefits with respect to an Award will be subject to reduction, cancellation, forfeiture, or recoupment upon the occurrence of specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, but will not be limited to, termination of such Participant's status as a Service Provider for cause or any specified action or inaction by a Participant, whether before or after such Participant's cessation of Service Provider status, that would constitute cause for termination of such Participant's status as a Service Provider.

SONDER HOLDINGS INC.
2019 EQUITY INCENTIVE PLAN
STOCK OPTION AGREEMENT

Unless otherwise defined herein, the terms defined in the 2019 Equity Incentive Plan (the "Plan") shall have the same defined meanings in this Stock Option Agreement (the "Option Agreement").

I. NOTICE OF STOCK OPTION GRANT

Name:

Address:

The undersigned Participant has been granted an Option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Date of Grant:	_____
Vesting Commencement Date:	_____
Exercise Price per Share:	_____
Total Number of Shares Granted:	_____
Total Exercise Price:	_____
Type of Option:	___ Incentive Stock Option ___ Nonstatutory Stock Option
Term/Expiration Date:	_____

Vesting Schedule:

This Option shall be exercisable, in whole or in part, according to the following vesting schedule:

Twenty-five percent (25%) of the Shares subject to the Option shall vest on the one (1) year anniversary of the Vesting Commencement Date, and one forty-eighth ($1/48^{th}$) of the Shares subject to the Option shall vest each month thereafter on the same day of the month as the Vesting Commencement Date (and if there is no corresponding day, on the last day of the month), subject to Participant continuing to be a Service Provider through each such date.

Termination Period:

This Option shall be exercisable for one (1) year after Participant ceases to be a Service Provider. Notwithstanding the foregoing sentence, in no event may this Option be exercised

after the Term/Expiration Date as provided above and this Option may be subject to earlier termination as provided in Section 13 of the Plan.

II. AGREEMENT

1. Grant of Option. The Administrator hereby grants to the Participant named in the Notice of Stock Option Grant in Part I of this Option Agreement ("Participant"), an option (the "Option") to purchase the number of Shares set forth in the Notice of Stock Option Grant, at the exercise price per Share set forth in the Notice of Stock Option Grant (the "Exercise Price"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference. Subject to Section 18 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Option Agreement, the terms and conditions of the Plan shall prevail.

If designated in the Notice of Stock Option Grant as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent required by the $100,000 rule of Code Section 422(d), this Option shall be treated as a Nonstatutory Stock Option ("NSO"). Further, if for any reason this Option (or portion thereof) shall not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event shall the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability or obligation to reimburse, indemnify, or hold harmless Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

2. Exercise of Option. This Option shall be exercisable during its term in accordance with the provisions of Section 6 of the Plan as follows:

(a) Right to Exercise. This Option shall be exercisable cumulatively according to the vesting schedule set forth in the Notice of Stock Option Grant. This Option may not be exercised for a fraction of a Share.

(b) Method of Exercise. This Option shall be exercisable by delivery of an exercise notice in the form attached as Exhibit A (the "Exercise Notice") or in a manner and pursuant to such procedures as the Administrator may determine, which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares, together with any applicable tax withholding. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price, together with any applicable tax withholding.

No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise comply with Applicable Laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to Participant on the date on which the Option is exercised with respect to such Shares.

3. Participant's Representations. In the event the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), at the time this Option is exercised, Participant shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company his or her Investment Representation Statement in the form attached hereto as Exhibit B.

4. Lock-Up Period. Participant hereby agrees that Participant shall not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock (or other securities) of the Company or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock (or other securities) of the Company held by Participant (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred and eighty (180) days following the effective date of any registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or the underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NYSE Rule 472(f)(4), or any successor provisions or amendments thereto).

Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, Participant shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 4 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said one hundred and eighty (180) day (or other) period. Participant agrees that any transferee of the Option or shares acquired pursuant to the Option shall be bound by this Section 4.

5. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Participant:

(a) cash;

(b) check;

(c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(d) surrender of other Shares which (i) shall be valued at their fair market value on the date of exercise, and (ii) must be owned free and clear of any liens, claims, encumbrances or security interests, if accepting such Shares, in the sole discretion of the Administrator, shall not result in any adverse accounting consequences to the Company.

6. Restrictions on Exercise. This Option may not be exercised until such time as the Plan has been approved by the stockholders of the Company, or if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any Applicable Law.

7. Non-Transferability of Option.

(a) This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of Participant.

(b) Further, until the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Administrator determines that it is, will, or may no longer be relying upon the exemption from registration of Options under the Exchange Act as set forth in Rule 12h-1(f) promulgated under the Exchange Act (the "Rule 12h-1(f) Exemption") (such date, the "Reliance End Date"), Participant shall not transfer this Option or, prior to exercise, the Shares subject to this Option, in any manner other than (i) to persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (ii) to an executor or guardian of Participant upon the death or disability of Participant in each case, to the extent required for continued reliance on the Rule 12h-1(f) Exemption. Until the Reliance End Date, the Options and, prior to exercise, the Shares subject to this Option, may not be pledged, hypothecated or otherwise transferred or disposed of, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than as permitted in clauses (i) and (ii) of this paragraph. Notwithstanding the foregoing sentence, the Administrator, in its sole discretion, may determine to permit transfers to the Company or in connection with a Change in Control or other acquisition transactions involving the Company to the extent permitted by Rule 12h-1(f) or, if the Company is not relying on the Rule 12h-1(f) Exemption, to the extent permitted by the Plan.

8. Term of Option. This Option may be exercised only within the term set out in the Notice of Stock Option Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Option Agreement.

9. Tax Obligations.

(a) Tax Withholding. Participant agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining Participant) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable to the Option exercise. Participant acknowledges and agrees that the

Company may refuse to honor the exercise and refuse to deliver the Shares if such withholding amounts are not delivered at the time of exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Date of Grant, or (ii) the date one (1) year after the date of exercise, Participant shall immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

(c) Code Section 409A. Under Code Section 409A, a stock right (such as the Option) that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the fair market value of an underlying share on the date of grant (a "discount option") may be considered "deferred compensation." A stock right that is a "discount option" may result in (i) income recognition by the recipient of the stock right prior to the exercise of the stock right, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The "discount option" may also result in additional state income, penalty and interest tax to the recipient of the stock right. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the fair market value of a Share on the date of grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the fair market value of a Share on the date of grant, Participant shall be solely responsible for Participant's costs related to such a determination.

10. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Option Agreement (including the exhibits hereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant.

11. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACK- NOWLEDGES AND AGREES THAT THIS OPTION AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND

SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

12. Address for Notices. Any notice to be given to the Company under the terms of this Option Agreement will be addressed to the Company at 101 15th Street, San Francisco, California 94103, or at such other address as the Company may hereafter designate in writing.

13. Successors and Assigns. The Company may assign any of its rights under this Option Agreement to single or multiple assignees, and this Option Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Option Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Option Agreement may only be assigned with the prior written consent of the Company.

14. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or foreign law, the tax code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the purchase by, or issuance of Shares, to Participant (or his or her estate) hereunder, such purchase or issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Option Agreement and the Plan, the Company shall not be required to issue any certificate or certificates for Shares hereunder prior to the lapse of such reasonable period of time following the date of exercise of the Option as the Administrator may establish from time to time for reasons of administrative convenience.

15. Interpretation. The Administrator will have the power to interpret the Plan and this Option Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Option Agreement.

16. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the Option awarded under the Plan or future options that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such

documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Option Agreement.

18. Agreement Severable. In the event that any provision in this Option Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Option Agreement.

19. Governing Law and Venue. This Option Agreement will be governed by the laws of California, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Option Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, and agree that such litigation will be conducted in the courts of San Francisco County, California, or the federal courts for the United States for the Northern District of California, and no other courts, regardless of where this Option is made and/or to be performed.

20. Modifications to the Agreement. Participant expressly warrants that he or she is not accepting this Option Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Option Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Option Agreement, the Company reserves the right to revise this Option Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection with the Option.

21. No Waiver. Either party's failure to enforce any provision or provisions of this Option Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Option Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

22. Tax Consequences. Participant has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Option Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Option Agreement.

Participant acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Participant has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Option. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT	SONDER HOLDINGS INC.
Signature	By
Print Name	Print Name
	Title
Residence Address	

SONDER HOLDINGS INC.
STOCK OPTION PLAN
DATED FEBRUARY 25, 2015,
AS AMENDED AND RESTATED ON FEBRUARY 24, 2016
AND AS FURTHER AMENDED AND RESTATED ON MARCH 14, 2017
AND AS FURTHER AMENDED AND RESTATED ON MARCH 9, 2018
AND AS FURTHER AMENDED AND RESTATED ON SEPTEMBER 26, 2018
AND AS FURTHER AMENDED AND RESTATED ON MAY 5, 2019
AND AS FURTHER AMENDED AND RESTATED ON NOVEMBER 15, 2019
AND AS FURTHER AMENDED AND RESTATED DECEMBER 17, 2019

ARTICLE 1
PURPOSE

1.1 Purpose of this Plan

The purpose of this Plan is to assist the Corporation in attracting, retaining and motivating key employees, officers, directors and consultants of the Corporation or of a Related Entity by granting to them options to purchase Common Shares in the capital of the Corporation.

ARTICLE 2
INTERPRETATION

2.1 Definitions

When used herein, unless the context otherwise requires, the following terms have the following meanings, respectively:

"**10% Stockholder**" has the meaning set forth in Section 4.12 of this Plan;

"**Applicable Withholdings and Deductions**" has the meaning set forth in Section 6.3 of this Plan;

"**Board**" means the board of directors of the Corporation;

"**Cause**" means, in addition to such meaning as shall have been or shall hereafter be ascribed to such term, the term "serious reason" or such similar terms from time to time by any employment agreement or other material agreement between the Participant and the Corporation or a Related Entity, or by applicable jurisprudence or law: (i) a failure or refusal by the Participant to perform his or her customary duties or services for the Corporation or any Related Entity without lawful justification after being provided with ten (10) business days' notice from the Corporation and an opportunity to cure such failure to perform, in a manner satisfactory to the Corporation or any Related Entity; (ii) the Participant's conviction for a criminal act or other indictable offence pursuant to the provisions of the Criminal Code or of any other criminal or penal statute of any jurisdiction which the Corporation or any Related Entity reasonably determines may have

an adverse effect upon the reputation or good will of the Corporation or any Related Entity or on the performance of the Participant's duties, the commission by the Participant of any indictable or criminal offence or act which denotes moral turpitude, whether relating or not to the course of employment; (iii) a breach by the Participant of, or his or her failure or refusal to perform, in any material respect, any of his or her obligations under any employment agreement, employee invention and confidentiality agreement or such other material written agreement between Participant and the Corporation or any Related Entity; (iv) lacking in adequate capacity or qualification to fulfil the Participant's employment functions; (v) habitual inability to carry out functions of employment due to alcohol or drug related causes; (vi) any breach of any non-compete or non-solicitation covenant of the Participant; (vii) or any dishonest or fraudulent act relating directly or indirectly to the course of employment;

"**Code**" has the meaning set forth in Section 4.12 of this Plan;

"**Committee**" has the meaning set forth in Section 3.2 of this Plan;

"**Common Share**" means a share of common stock of the Corporation, as adjusted in accordance with Sections 5.2 of this Plan;

"**Consultant Participant**" means a Person who is a "consultant" or "advisor" to the Corporation or a Related Entity, who is not an Employee Participant, nor a Director Participant nor an Executive Participant, and that:

(a) is engaged to provide services on a bona fide basis to the Corporation or a Related Entity, other than services provided in relation to a distribution of securities of the Corporation or a Related Entity;

(b) provides the services under a written agreement with the Corporation or a Related Entity; and

(c) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Related Entity;

and includes (i) for an individual consultant or advisor, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual is an employee or partner, and (ii) for a consultant or advisor that is not an individual, an employee, executive officer, or director of the consultant, provided that the individual employee, executive officer, or director spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Related Entity;

"**Convertible Securities**" means any share, right, unit, option, warrant or any other security, including, without limitation, any debenture, note or any other instrument or agreement evidencing indebtedness of the Corporation, which may be converted,

exchanged into or exercised for shares of the Corporation or which carries a right to acquire shares in the share capital of the Corporation;

"**Corporation"** means Sonder Holdings Inc., and any successor thereto;

"**Date of Grant**" means, for any Option, the date upon which the resolution granting the Option is adopted by the Plan Administrator, unless such other date is specified by the Plan Administrator in such resolution granting the Option (provided further, however, that such date shall not be prior to the date of the resolution granting the Option);

"**Director**" means a member of the Board or the board of directors of a Related Entity;

"**Director Participant**" means a Director, who is not an officer or employee of the Corporation or of a Related Entity, and includes a Director Participant's Permitted Assigns;

"**Disability**" and "**Disabled**" means the circumstance whereby the Optionee is permanently or substantially incapacitated so as to be prevented from properly and continuously performing in full his/her duties to the Corporation for a substantially continuous period of four months or more or for a cumulative six-month period in any consecutive 12-month period;

"**Disqualifying Disposition**" has the meaning set forth in Section 4.12 of this Plan;

"**Employee Participant**" means a current employee (other than an Executive Participant or Consultant Participant) of the Corporation or of a Related Entity and includes an Employee Participant's Permitted Assigns;

"**Escrow Agent**" means the Chief Executive Officer of the Corporation as that position is filled from time to time or such other Person (including any officer of the Corporation) as may be designated from time to time by the Plan Administrator and who agrees to act as Escrow Agent;

"**ESOP Trust**" means a trust constituted pursuant to the terms of an ESOP Trust Agreement;

"**ESOP Trust Agreement**" means an agreement in the a form acceptable to the Plan Administrator, creating an ESOP Trust pursuant to which the Option Shares issued to an Optionee after the exercise of their Options are deposited with an ESOP Trustee in whose name the Common Shares are registered, but pursuant to which the Participant retains beneficial ownership;

"**ESOP Trustee**" means a trustee of an ESOP Trust;

"**Exchange**" means the Toronto Stock Exchange, the TSX Venture Exchange, the New York Stock Exchange, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, the main market of the London

Stock Exchange, and any other exchange of international repute on which the Common Shares are or may be listed from time to time;

"**Executive Participant**" means an officer of the Corporation or of a Related Entity and includes an Executive Participant's Permitted Assigns;

"**Exercise Notice**" means the subscription form and undertaking in writing, in the form set out in Schedule B-1 or B-2, as applicable, as amended by the Corporation from time to time, signed by an Optionee and stating the Optionee's intention to exercise a particular Option;

"**Exercise Period**" means the period of time (commencing at the Vesting Commencement Date) during which an Option granted under this Plan may be exercised in accordance with this Plan;

"**Exercise Price**" means the price at which an Option Share may be purchased pursuant to the exercise of an Option;

"**Fair Market Value**" means the fair market value of the security, as determined in good faith by the Plan Administrator, based on advice received from the Corporation's auditors or professional valuators, as the case may be; provided that with respect to Common Shares that are listed and posted for trading on an Exchange, the Fair Market Value will be the Market Price.

"**Fully Diluted Basis**" means in reference to a number of Common Shares, a number calculated taking into account all of the issued and outstanding voting and participating shares of the share capital of the Corporation and the conversion, exercise or exchange of all Convertible Securities into such shares based on the applicable conversion, exchange or exercise rate, including any warrants and any options granted by the Corporation (including those options available for issuance under the Plan);

"**Good Reasons**" means the termination by the Executive Participant of his employment if there is: (a) a material reduction by the Corporation in his salary or remuneration (other than a proportional decrease applicable to all Executive Participants); (b) the failure of the Corporation to pay the Executive Participant any portion of his salary or remuneration at the time such payment is due, which breach is not cured within 30 days after such Executive Participant provides written notice to the Corporation thereof; or (c) a material unilateral reduction in the responsibilities or duties of such Executive Participant;

"**Individual Optionee**" means an Optionee who is an individual or a Person who is a Permitted Assign of such Optionee, as the case may be;

"**Initial Public Offering**" means any initial public offering of Common Shares or any reverse takeover transaction under a receipted prospectus, filing statement or other similar document filed under applicable securities laws pursuant to which Common

Shares are offered for sale and sold to the public, listed on an Exchange, are quoted on the Nasdaq national market system or any combination thereof;

"**ISOs**" has the meaning set forth in Section 4.12 of this Plan;

"**Liquidity Event**" means:

(a) an event, in one transaction or a series of transactions, including any amalgamation, arrangement, merger, consolidation, tender offer, exchange offer, share acquisition, binding share exchange, business combination, recapitalization or similar transaction, which results in one Person, together with any Related Entities of such Person, acquiring beneficial ownership, directly or indirectly, or exercising direction or control, over more than 50% of the combined voting power attached to all of the Corporation's outstanding Securities;

(b) a sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, of all or substantially all of the assets of the Corporation except where such sale, lease, transfer or other disposition is to a Related Entity of the Corporation;

(c) the adoption by the Corporation of a plan of liquidation providing for the distribution of all or substantially all of the Corporation's assets; or

(d) a "**Deemed Liquidation Event**" under the terms of the articles of amalgamation of the Corporation, as amended from time to time to the extent not already covered by the definitions set forth above;

provided however, unless otherwise determined by the Plan Administrator, that the following events shall not constitute a Liquidity Event: (i) an amalgamation, merger or consolidation of the Corporation with or into a Related Entity of the Corporation; (ii) a transaction undertaken solely for the purpose of changing the Corporation's place of domicile or jurisdiction of incorporation; (iii) an equity financing of the Corporation; (iv) an Initial Public Offering; or (v) a transaction undertaken solely to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities immediately before such transaction, provided that this subsection (v) will not apply to Options granted prior to the Series D Restatement Date in any circumstance in which it would have an adverse effect with respect to such Options, unless the applicable Optionee provides written consent;

"**Market Price**" at any date in respect of the Common Shares shall, in the event the shares are listed and posted for trading on an Exchange, and subject to the rules of the Exchange, be the closing price of such Common Shares on the Exchange (and if listed on more than one Exchange, then the highest of such closing prices) on the last Business Day prior to the Date of Grant (or, if such Common Shares are not then listed and posted for trading on the Exchange, on such Exchange in Canada on which the Common Shares are listed and posted for trading as may be selected for such purpose by the Plan

Administrator). In the event that such Common Shares did not trade on such Business Day, and subject to the rules of the Exchange, the Market Price shall be the average of the bid and asked prices in respect of such Common Shares at the close of trading on such date;

"**NI 45-106**" means National Instrument 45-106 – Prospectus Exemptions of the Canadian Securities Administrators, as amended from time to time;

"**Notice of Grant**" means the form of notice of grant in writing, in the form set out in Schedule A, signed by Corporation stating the intention to grant Options to the Optionee;

"**Notice of Net Exercise**" means the subscription form and undertaking in writing, in the form set out in Schedule B-2, as amended by the Corporation from time to time;

"**Notice of Restricted Share Exercise and Restricted Stock Agreement**" means the subscription form, undertaking and restricted stock agreement made in writing, in the form as may be determined by the Plan Administrator;

"**Notice of Surrender of Vested Options**" means the form of surrender of the vested Options in writing, in the form set out in Schedule D, permitting the Optionee to exercise the vested Options without payment;

"**Option**" means a right to purchase Common Shares under this Plan that is non-assignable and non-transferable other than to a Permitted Assign or unless otherwise approved by the Plan Administrator;

"**Option Agreement** " means a signed, written agreement between an Optionee and the Corporation, in the form attached as Schedule C, subject to any amendments or additions thereto as may, in the discretion of the Plan Administrator, be necessary or advisable, evidencing the terms and conditions on which an Option has been granted under this Plan;

"**Optionee**" means a Participant who has been granted one or more Options;

"**Option Shares**" means Common Shares that will be issued by the Corporation upon the exercise of outstanding Options;

"**Participant**" means an Employee Participant, a Director Participant, an Executive Participant or a Consultant Participant;

"**Permitted Assign**" has the meaning assigned to the term "permitted assign" in Section 2.22 of NI 45-106 other than RRSPs, RRIFs and TFSAs;

"**Person**" includes an individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, limited liability company, agency and a natural person in his or her capacity as trustee, executor, administrator or other legal representative;

"**Plan**" means this Stock Option Plan as set out herein and as amended from time to time in accordance with the provisions hereof;

"**Plan Administrator**" means the Board or, if the administration of this Plan has been delegated by the Board to the Committee pursuant to Section 3.2, the Committee;

"**Related Corporations**" has the meaning set forth in Section 4.12 of this Plan;

"**Related Entity**" has the meaning assigned to the term "related entity" in Section 2.22 of NI 45-106;

"**Repurchase Notice**" means the notice to an Optionee in the form as may be determined by the Plan Administrator, that the Corporation is exercising its Repurchase Right with respect to any Unvested Option Shares held by the Optionee;

"**Repurchase Price**" means, with respect to Unvested Option Shares being repurchased pursuant to the Corporation's Repurchase Right, the lower of (i) the aggregate Exercise Price of the applicable Unvested Option Shares or (ii) the aggregate Fair Market Value of the Common Shares that constitute the applicable Unvested Option Shares, calculated as of the close of business on the day before the applicable Repurchase Notice is sent to the Optionee by the Corporation;

"**Repurchase Right**" means the right of the Corporation, for a period following the date an Optionee ceases to be a Participant and set forth in the applicable Restricted Stock Purchase Agreement, to repurchase at the Repurchase Price, any Option Shares held by such Participant which are qualified as Unvested Option Shares;

"**Restricted Share Exercise**" means an Optionee's exercise of an Option with respect to Common Shares that have not vested in accordance with the terms of this Plan and the applicable Notice of Grant;

"**Restricted Stock Purchase Agreement**" means a signed, written agreement between an Optionee who undertakes a Restricted Share Exercise and the Corporation, in a form as may be determined by the Plan Administrator, evidencing the terms and conditions on which the Corporation may exercise its Repurchase Right with respect to any Unvested Option Shares then held by a Participant;

"**Retirement**" means retirement from active employment with the Corporation or a Related Entity at or after age 65 or, with the consent for purposes of this Plan of such officer of the Corporation as may be designated by the Plan Administrator, at or after such earlier age and upon the completion of such years of service as the Plan Administrator may specify;

"**Security**" has the meaning assigned to the term "security" in the *Securities Act* (Québec), and "**Securities**" has a corresponding meaning;

"**Series D Restatement Date**" means May 5th, 2019, the date this Plan was amended and restated by the Board in the context of the Corporation's Series D financing;

"**Termination Date**" means:

(a) in the case of an Employee Participant or Executive Participant whose employment or term of office, as the case may be, with the Corporation or a Related Entity terminates in the circumstances set out in Section 4.7(b) or Section 4.7(c), the later of: (i) the date that is the last day of any statutory notice period applicable to the Optionee pursuant to applicable employment standards legislation; and (ii) the date that is designated by the Corporation or a Related Entity, as the case may be, as the last day of the Optionee's employment or term of office with the Corporation or the Related Entity, as the case may be, provided that in the case of termination of employment by voluntary resignation by the Optionee, such date shall not be earlier than the date upon which a notice of resignation was given, and "**Termination Date**" specifically does not mean the date on which any period of reasonable notice that the Corporation or the Related Entity (as the case may be) may be required at law or under the terms of an employment agreement to provide to the Optionee expires;

(b) in the case of a Director Participant who ceases to hold office in the circumstances set out in Section 4.7(d), the date upon which the Optionee ceases to hold office; or

(c) in the case of a Consultant Participant whose consulting agreement or arrangement with the Corporation or a Related Entity, as the case may be, terminates in the circumstances set out in Section 4.7(e) or Section 4.7(f), the date that is designated by the Corporation or the Related Entity, as the case may be, as the date on which the Optionee's consulting agreement or arrangement is terminated, provided that in the case of voluntary termination by the Optionee of the Optionee's consulting agreement or arrangement, such date shall not be earlier than the date notice of voluntary termination was given, and "**Termination Date**" specifically does not mean the date on which any period of notice of termination that the Corporation or the Related Entity (as the case may be) may be required to provide to the Optionee under the terms of the consulting agreement or arrangement expires;

"**Unvested Option Shares**" means the Option Shares issued pursuant to a Restricted Share Exercise which, as of any relevant date, have not yet vested in accordance with the terms of this Plan and the applicable Notice of Grant.

"**Vesting Commencement Date**" means, for any Option, the date for vesting of such Option to commence, as specified by the Plan Administrator at the time it grants such Option, or, if no such date is specified, the Date of Grant.

2.2 Interpretation

(a) This Plan is created under and is to be governed, construed and administered in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

(b) Whenever the Plan Administrator is to exercise discretion in the administration of the terms and conditions of this Plan, the term "discretion" means the sole and absolute discretion of the Plan Administrator.

(c) As used herein, the terms "**Article**", "**Section**" and "**Schedule**" mean and refer to the specified Article, Section and Schedule of this Plan, respectively.

(d) Where the word "**including**" or "**includes**" is used in this Plan, it means "including (or includes) without limitation".

(e) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.

(f) Unless otherwise specified, all references to money amounts are to Canadian currency.

ARTICLE 3
PLAN ADMINISTRATION

3.1 Plan Administration

This Plan will be administered by the Plan Administrator and the Plan Administrator has sole and complete authority, in its discretion, to:

(a) determine the individuals and entities (from among the Participants) to whom Options may be granted;

(b) grant Options in such amounts and, subject to the provisions of this Plan, on such terms and conditions as it determines including:

(i) the time or times at which Options may be granted;

(ii) the Exercise Price;

(iii) the time or times when each Option becomes exercisable and, subject to Section 4.3, the duration of the Exercise Period;

(iv) whether restrictions or limitations are to be imposed on the Option Shares and the nature of such restrictions or limitations, if any;

(v) any acceleration of exercisability or waiver of termination regarding any Option, based on such factors as the Plan Administrator may determine;

(vi) to cancel, amend, adjust or otherwise change any Option under such circumstances as the Plan Administrator may consider appropriate in accordance with the provisions of this Plan; and

(vii) the Vesting Commencement Date;

(c) to waive any Repurchase Right, in whole or in part, with respect to Unvested Option Shares;

(d) interpret this Plan and adopt, amend, prescribe and rescind administrative guidelines and other rules and regulations relating to this Plan; and

(e) make all other determinations and take all other actions necessary or advisable for the implementation and administration of this Plan.

The Plan Administrator's determinations and actions within its authority under this Plan are conclusive and binding on the Corporation and all other persons.

3.2 Delegation of Plan Administration

(a) The initial Plan Administrator shall be the Board.

(b) To the extent permitted by applicable law, the Board may, from time to time, delegate to a committee of the Board (the "**Committee**") all or any of the powers conferred on the Plan Administrator pursuant to this Plan. In such event, the Committee will exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decision made or action taken by the Committee arising out of or in connection with the administration or interpretation of this Plan in this context shall be made as Plan Administrator and is final and conclusive.

(c) The day-to-day administration of this Plan may be delegated to such officers and employees of the Corporation or a Related Entity as the Plan Administrator determines.

3.3 Eligibility

All Employee Participants, Director Participants, Executive Participants and Consultant Participants are eligible to participate in this Plan, subject to Sections 4.6(b) and 4.7(h). Eligibility to participate does not confer upon any Participant any right to be granted Options pursuant to this Plan. The extent to which any Participant is entitled to be granted Options pursuant to this Plan will be determined in the discretion of the Plan Administrator.

3.4 Total Common Shares Subject to Options

(a) The aggregate number of Common Shares that may be issued pursuant to the exercise of Options, will be equal to 23,839,580. No Option may be granted if such grant would have the effect of causing the total number of Common Shares subject to Options to exceed the above-noted total number of Common Shares reserved for issuance pursuant to the exercise of Options. In no event shall the total number of Common Shares issued (counting each reissuance of a Common Share that was previously issued and then forfeited or repurchased by the Corporation as a separate issuance) under the Plan upon exercise of ISOs exceed 47,679,160 Common Shares (adjusted in proportion to any adjustments under Sections 5.2 of this Plan) over the term of the Plan (the "**ISO Limit**").

(b) To the extent Options terminate for any reason prior to exercise in full or are cancelled, or Unvested Option Shares are repurchased by the Corporation in connection with a Repurchase Right, the Common Shares subject to such Options or repurchased pursuant to the Corporation's Repurchase Right shall be added back to the number of Common Shares reserved for issuance under this Plan and such Common Shares will again become available for grant under this Plan. In addition, any Common Shares which are retained by the Corporation upon exercise of an Option in order to satisfy the exercise or purchase price for such Option or any withholding taxes due with respect to such exercise or purchase shall be treated as not issued and shall continue to be available under the Plan. Common Shares repurchased by the Corporation pursuant to any repurchase right which the Corporation may have shall be available for future grant under the Plan.

(c) Subject to applicable law and any shareholder or other approvals which may be required, the Plan Administrator may in its discretion amend the Plan to increase the number of Common Shares reserved for issuance without any notice to Participants.

3.5 Notice of Grant

(a) All grants of Options under this Plan will be evidenced by the Notice of Grant (as set forth in Schedule A). Such Notice of Grant will be subject to the applicable provisions of this Plan and will contain such provisions as are required by this Plan and any other provisions that the Plan Administrator may direct. The Plan Administrator shall authorize and empower any director or officer of the Corporation to execute and deliver, for and on behalf of the Corporation, a Notice of Grant to each Optionee.

(b) Each grant of Options is effective as of the Date of Grant subject to the resolutory condition that each Optionee execute, or otherwise consent, to the terms of the Notice of Grant evidencing the terms of such Options referenced in Section 3.5(a).

3.6 Non-Transferability

Subject to Section 4.6 and the rules and policies of any stock exchange on which the Common Shares are listed, if applicable, and applicable law, Options granted under this Plan may only be exercised by the Individual Optionee personally during the Optionee's lifetime. Except to the extent permitted by the Plan Administrator, no assignment or transfer of Options, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Options whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such Options will terminate and be of no further force or effect. If the Plan Administrator makes an Option transferable, such Option may only be transferred (i) by will, (ii) by the laws of descent and distribution, (iii) as permitted by Rule 701 of the Securities Act of 1933, as amended and/or (iv) Division 4 of NI 45-106. If an Individual Optionee (the "**Original Optionee**") has transferred Options to a corporation pursuant to this Section 3.6 when such transfer is permitted by the Plan Administrator and such applicable rules, policies and law, such Options will terminate and be of no further force or effect if at any time the Original Optionee should cease to own all of the issued shares of such corporation.

ARTICLE 4
GRANT OF OPTIONS

4.1 Grant of Options

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant Options to any Participant. Such Options granted to the Participant shall be described in the Notice of Grant.

4.2 Exercise Price

(a) Prior to an Initial Public Offering, the Exercise Price per Option Share purchasable under an Option shall be the price as determined by the Plan Administrator and set forth in the Notice of Grant issued in respect of such Option.

(b) After an Initial Public Offering, the Plan Administrator will establish the Exercise Price at the time each Option is granted, which Exercise Price must in all cases be not less than the Market Price of the Corporation's Common Shares calculated as of the Date of Grant. Notwithstanding anything else contained in this Plan, in no case will the Market Price be less than the minimum prescribed by each of the organized trading facilities as would apply to the Date of Grant in question.

4.3 Term of Options

Subject to any accelerated termination as set forth in this Plan, each Option, unless otherwise specified by the Plan Administrator, expires on the tenth (10th) anniversary of the Date of Grant, provided that in no event will the Exercise Period of an Option exceed ten years from the Date of Grant.

4.4 Exercise Period

(a) An Option may be exercisable within the time or upon the events determined by the Plan Administrator and set forth in the Notice of Grant governing such Option and may, in the sole discretion of the Plan Administrator, be awarded as immediately exercisable pursuant to a Restricted Share Exercise, subject to a Repurchase Right pursuant to terms specified by the Plan Administrator, or may be exercisable within the times or upon the events determined by the Plan Administrator as set forth in the Notice of Grant governing such Option.

(b) Unless otherwise specified by the Plan Administrator at the time of granting an Option and except as otherwise provided in this Plan, each Option will vest and be exercisable as follows, subject to the Optionee's continued service as a Participant through the applicable vesting date:

Percentage or Fraction of the Total Number of Option Shares that may be Purchased	**Vesting Date**
1/4	On the date that is twelve (12) months following the Vesting Commencement Date ("**First Vesting Date**").
1/48	On the last day of each month starting in the month following the month of the First Vesting Date.

(c) Once an Option becomes exercisable pursuant to its terms, it shall be exercisable until expiration or termination of the Option as provided for in this Plan and the applicable Notice of Grant, subject to Section 4.9. Each Option may be exercised at any time or from time to time, in whole or in part, for up to the total number of Option Shares with respect to which it is then exercisable. The Plan Administrator has the right, including those as set forth in Sections 4.9 and 5.3, to accelerate the vesting of any Option or Unvested Option Shares.

(d) Subject to the provisions of this Plan and any Option Agreement, Options shall be exercised by means of a fully completed Exercise Notice delivered to the Corporation, provided that Options exercised pursuant to a Restricted Share Exercise shall also require delivery of a fully completed Restricted Stock Purchase Agreement.

4.5 Payment of Exercise Price

(a) Unless otherwise specified by the Plan Administrator at the time of granting an Option, the applicable Exercise Notice shall be accompanied by payment in full of

the purchase price for the Option Shares to be purchased. The Exercise Price shall be fully paid in cash, by wire transfer, certified cheque, bank draft or money order payable to the Corporation, or by such other means as might be specified from time to time by the Plan Administrator, including, if set forth in an Optionee's Notice of Grant, through use of a promissory note and security agreement in forms approved by the Plan Administrator, except that in the case of a Notice of Net Exercise (which may only be delivered by Participants who have not received Options granted as ISOs prior to September 26, 2018), the Participant shall surrender the Option in consideration for a number of Common Shares with an aggregate Fair Market Value equal to the excess of the Fair Market Value of the Common Shares underlying the Option over the Exercise Price. No Common Shares shall be issued or transferred until full payment therefor has been received by the Corporation. Until the occurrence of a Liquidity Event or Initial Public Offering, any certificate or certificates representing the acquired Common Shares shall be held on behalf of the Optionee, (i) by the Corporation, with the Corporation's corporate records, (ii) in escrow by the Escrow Agent (as such term is defined in the Option Agreement) in accordance with the terms of the Option Agreement, or (iii) in trust by an ESOP Trustee in accordance with the terms of an ESOP Trust Agreement. Subject to compliance with applicable law, provided that a public market for the Common Shares exists, payment in full or in part of the Exercise Price for the Option Shares may be paid by exercising through a "same day sale" commitment from the Optionee and a broker-dealer whereby the Optionee irrevocably elects to exercise the Option and to sell a portion of the Option Shares so purchased sufficient to pay the total Exercise Price, and whereby the broker-dealer irrevocably commits upon receipt of such Common Shares to forward the total Exercise Price directly to the Corporation.

(b) The Corporation shall, with respect to each Notice of Net Exercise received, elect to renounce its right to claim an amount as a deductible expense for tax purposes.

(c) The Plan Administrator may, at any time, grant the Optionee the right to cause the Corporation to accept the surrender of vested Options held by the Optionee in consideration for a cash payment. To surrender those Options, the Optionee shall send a notice (in the form set out in Schedule D) requesting that the Corporation terminate the vested Options held by the Optionee in exchange for a cash payment to the Optionee for an amount equal to the excess of the Fair Market Value of the Common Shares underlying those vested Options over the aggregate Exercise Price. The Corporation shall elect to renounce its right to claim the cash payment as a deductible expense for tax purposes.

4.6 Retirement, Death or Disability of Optionee

Subject to Section 4.8 or unless otherwise specified by the Plan Administrator at the time of granting an Option, if an Individual Optionee dies or becomes Disabled while an employee, director or officer of the Corporation or a Related Entity or if the employment or term of office

of the Individual Optionee with the Corporation or a Related Entity terminates due to Retirement:

(a) the executor or administrator of the Individual Optionee's estate or the Individual Optionee, as the case may be, may exercise any Options of the Individual Optionee that have vested as at the Termination Date to the extent that the Options have vested as at the date of such death, Disability or Retirement and the right to exercise such Options terminates on the earlier of: (i) the date on which the Exercise Period of the particular Option expires; or (ii) the date that is six (6) months after the Individual Optionee's death, Disability or Retirement;

(b) the Individual Optionee's eligibility to receive further grants of Options under this Plan ceases as of the date of the Individual Optionee's death, Disability or Retirement, as the case may be; and

(c) Section 4.6 will apply to a Permitted Assign as if it applied to a Participant.

4.7 Termination of Employment or Services

Subject to Section 4.8 or unless otherwise specified by the Plan Administrator at the time of granting an Option:

(a) where, in the case of an Employee Participant or Executive Participant, an Individual Optionee's employment or term of office with the Corporation or a Related Entity ceases by reason of the Individual Optionee's death, Disability or Retirement, then the provisions of Section 4.6 will apply;

(b) where, in the case of an Employee Participant or Executive Participant, an Individual Optionee's employment or term of office is terminated i) by the Corporation or a Related Entity without Cause (whether such termination occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation in lieu of such reasonable notice) or ii) for Good Reasons, then any Options held by the Individual Optionee that have vested as at the Termination Date continue to be exercisable by the Individual Optionee until the earlier of: (A) the date on which the Exercise Period of the particular Option expires; or (B) the date that is three (3) months after the Termination Date. Any Options held by the Individual Optionee that have not vested as at the Termination Date immediately expire and are cancelled on the Termination Date;

(c) where, in the case of an Employee Participant or Executive Participant, an Individual Optionee's employment or term of office terminates by reason of: (i) termination by the Corporation or a Related Entity for Cause, then any Options held by the Individual Optionee, whether or not they have vested as at the Termination Date, immediately expire and are cancelled on the Termination Date, and (ii) voluntarily resignation by the Individual Optionee, then any Options held by the Optionee that have vested as at the Termination Date continue to be

exercisable by the Optionee until the earlier of: (A) the date on which the Exercise Period of the particular Option expires; or (B) the date that is 30 days after the Termination Date; and any Options held by the Optionee that have not vested as at the Termination Date immediately expire and are cancelled on the Termination Date;

(d) where, in the case of a Director Participant ceases to hold office, then any Options held by the Individual Optionee that have vested as at the Termination Date continue to be exercisable by the Individual Optionee until the earlier of: (i) the date on which the Exercise Period of the particular Option expires; or (ii) the date that is three (3) months after the Termination Date. Any Options held by the Individual Optionee that have not vested as at the Termination Date, immediately expire and are cancelled on the Termination Date;

(e) where, in the case of a Consultant Participant, an Optionee's consulting agreement or arrangement terminates by reason of: (i) termination by the Corporation or a Related Entity for any reason whatsoever other than for breach of the consulting agreement or arrangement (whether or not such termination is effected in compliance with any termination provisions contained in the Optionee's consulting agreement or arrangement); or (ii) the death of the Individual Optionee, or (iii) voluntary termination by the Optionee in compliance with the termination provisions contained in the Optionee's consulting agreement, then any Options held by the Optionee that have vested as at the Termination Date, or at the date of the death of the Individual Optionee, as the case may be, continue to be exercisable by the Optionee until the earlier of: (A) the date on which the Exercise Period of the particular Option expires; or (B) the date that is three (3) months after the Termination Date. Any Options held by the Optionee that have not vested as at the Termination Date, or at the date of the death of the Individual Optionee, as the case may be, immediately expire and are cancelled on the Termination Date;

(f) where, in the case of a Consultant Participant, an Optionee's consulting agreement or arrangement terminates by reason of Disability of the Individual Optionee, then any Options held by the Optionee that have vested as of the date of the Disability of the Individual Optionee continue to be exercisable by the Optionee until the earlier of: (A) the date on which the Exercise Period of the particular Option expires; or (B) the date that is six (6) months after the date of Disability. Any Options held by the Optionee that have not vested as of the date of Disability of the Individual Optionee immediately expire and are cancelled on the date of Disability;

(g) where, in the case of a Consultant Participant, an Optionee's consulting agreement or arrangement terminates by reason of: (i) termination by the Corporation or a Related Entity for breach of the consulting agreement or arrangement (whether or not such termination is effected in compliance with any termination provisions

contained in Optionee's consulting agreement or arrangement); or (ii) voluntary termination by the Optionee (if such termination is not effected in compliance with any termination provisions contained in the Optionee's consulting agreement or arrangement), then any Options held by the Optionee, whether or not such Options have vested as at the Termination Date, immediately expire and are cancelled on the date that is thirty (30) days after the Termination Date;

(h) an Optionee's eligibility to receive further grants of Options under this Plan ceases as of the date that the Corporation or a Related Entity, as the case may be, provides the Optionee with written notification that the Optionee's employment, term of office, consulting agreement or arrangement, as the case may be, is terminated, notwithstanding that such date may be prior to the Termination Date.

(i) Notwithstanding Sections 4.7(b), 4.7(d), 4.7(e) and 4.7(f), unless the Plan Administrator, in its discretion, otherwise determines, at any time and from time to time, Options are not affected by a change of employment or consulting arrangement within or among the Corporation or a Related Entity for so long as such Optionee remains a Participant regardless as to whether there is a change in such Optionee's Participant category. Unless the Plan Administrator, in its discretion, otherwise determines, any terms of this Plan particular to a given Participant category shall apply to an Optionee who has changed Participant category based on the Participant category applicable to such Optionee at the moment the facts or actions giving rise to the application of such provision of the Plan occurred.

(j) Section 4.7 shall apply to a Permitted Assign as if it was applied to a Participant.

4.8 Discretion to Permit Exercise

Notwithstanding the provisions of Sections 4.6 and 4.7, the Plan Administrator may, in its discretion, at any time prior to or following the events contemplated in such sections, permit the exercise of any or all Options held by the Optionee in the manner and on the terms authorized by the Plan Administrator, provided that the Plan Administrator will not, in any case, authorize the exercise of an Option pursuant to this Section 4.8 beyond the expiration of the Exercise Period of the particular Option.

4.9 Liquidity Event

Notwithstanding anything else in this Plan or any Option Agreement, the Plan Administrator may, in connection with a Liquidity Event, in its discretion, and without the consent of any Optionee:

(a) take such steps as are necessary or desirable to cause the conversion or exchange of any outstanding Options or Unvested Option Shares into or for options, rights or other securities of substantially equivalent value (or greater value), as

determined by the Plan Administrator, in its discretion, in any entity participating in or resulting from such Liquidity Event; and/or

(b) accelerate the vesting of any or all outstanding Options or Unvested Option Shares to provide that such outstanding Options or Unvested Option Shares will be fully vested (and with respect to Options, exercisable) contemporaneously with the completion of the transaction resulting in the Liquidity Event, provided that the Plan Administrator shall not, in any case, authorize the exercise of Options pursuant to this section beyond the expiry date of the Options. If any of such Options are not exercised contemporaneously with completion of the transaction resulting in the Liquidity Event, such unexercised Options will terminate and expire upon the completion of the transaction resulting in the Liquidity Event.

(c) provide for the continuation of all outstanding Options or Unvested Option Shares by the Corporation (if the Corporation is the surviving or acquiring corporation);

(d) arrange for the assumption of the Plan and all outstanding Options or Unvested Option Shares by the surviving or acquiring corporation or its parent;

(e) arrange for the substitution or replacement by the surviving or acquiring corporation or its parent of options or share awards with substantially the same terms for all outstanding Options or Unvested Option Shares, as applicable;

(f) cancel all outstanding unvested Options and all Options that are out of the money (as determined by the Plan Administrator) without payment of any consideration;

(g) cancel all outstanding vested Options without payment of any consideration; if any of such Options are not exercised contemporaneously with completion of the transaction resulting in the Liquidity Event, such unexercised Options will terminate and expire upon the completion of the transaction resulting in the Liquidity Event; or

(h) provide in any agreement with respect to any such Liquidity Event that the surviving, new or acquiring corporation shall grant options to the Optionee to acquire shares in such corporation or its parent with respect to which the excess of the fair market value of the shares of such corporation immediately after the consummation of such Liquidity Event over the exercise price therefor shall not be greater than the excess of the value of the Common Shares over the Exercise Price of the Options immediately prior to the consummation of such Liquidity Event.

The application of Sections 4.9(c) through 4.9(h) shall be subject to any written agreement between the Optionee and the Corporation that is approved by the Board.

4.10 Option Agreement

Each Optionee must, at the time of exercise of an Option, sign and deliver an Option Agreement and, if directed by the Plan Administrator, a counterparty signature page to an ESOP Trust Agreement. Each Optionee acknowledges that the Option Agreement and ESOP Trust Agreement restricts transfers of the Option Shares. The Option Shares and share certificates representing the Option Shares acquired upon the exercise of Options shall, at the discretion of the Plan Administrator, be held in escrow by the Escrow Agent in accordance with the terms of the Option Agreement and/or deposited with an ESOP Trustee pursuant to the terms of an ESOP Trust Agreement. It being understood however, that the Plan Administrator shall have the authority to require the Escrow Agent to deposit any Option Shares held in escrow by them with an ESOP Trustee or *vice versa*.

4.11 Conditions of Exercise

(a) Each Optionee shall, when requested by the Corporation, sign and deliver all such documents relating to the granting or exercise of Options which the Corporation deems necessary or desirable and which shall include, without limitation, (i) the Notice of Grant, (ii) the Exercise Notice, and (iii) the Option Agreement. Optionees that exercise Unvested Option Shares in connection with a Restricted Share Exercise must also sign and deliver a Restricted Stock Purchase Agreement.

(b) The exercise of any Option shall be subject to the condition that if at any time the Corporation shall determine in its sole discretion that it is necessary or desirable to comply with any legal requirement or the requirements of any Exchange or other regulatory authority as a condition of, or in connection with, such exercise or the issue of Option Shares as a result thereof, then in any such event such exercise shall not be effective unless such compliance shall have been effected on conditions satisfactory to the Corporation.

(c) The issuance of Option Shares upon the exercise of any Option shall be conditional upon the Participant becoming a party to any existing shareholders' agreement, exchange rights agreements, ESOP Trust Agreement and/or any other agreement as may be required by the Plan Administrator, in its sole discretion.

4.12 Incentive Stock Options

The following provisions will apply, in addition to the other provisions of this Plan which are not inconsistent therewith, to Options that are specifically intended (as evidenced in the relevant Option Agreement) to qualify as incentive stock options (for the purposes of this Section 4.12, "**ISOs**") under Section 422 of the United States Internal Revenue Code, I.R.C. (for the purposes of this Section 4.12, the "**Code**"):

(a) the maximum number of shares subject to ISOs that may be granted is equal to the maximum number of shares issuable under the Plan;

(b) Options may be granted as ISOs only to individuals who are employees of the Corporation or any present or future "subsidiary corporation" or "parent corporation" as those terms are defined in Section 424 of the Code (for the purposes of this Section 4.12, collectively, "**Related Corporations**") and Options shall not be granted to non-employee Directors or independent contractors;

(c) for purposes of Section 4.6, "**Disability**" means "permanent and total disability" as defined in Section 22(e)(3) of the Code;

(d) if an Optionee ceases to be employed by the Corporation and/or all Related Corporations other than by reason of death or Disability, Options will be eligible for treatment as ISOs only if exercised no later than three (3) months following such termination of employment;

(e) the Exercise Price of an ISO shall not be less than the Fair Market Value per Common Share and the Exercise Price in respect of Options granted as ISOs to employees who own more than 10% of the combined voting power of all classes of shares in the capital of the Corporation or a Related Corporation (for the purposes of this Section 4.12, a "**10% Stockholder**") will be not less than 110% of the Fair Market Value per Common Share on the Date of Grant and the term of any ISO granted to a 10% Stockholder will not exceed five years measured from the Date of Grant;

(f) Options held by an Optionee will be eligible for treatment as ISOs only if the aggregate Fair Market Value (determined at the Date of Grant) of the Common Shares with respect to which such Options and all other options intended to qualify as "incentive stock options" under Section 422 of the Code held by such individual and granted under the Plan or any other plan of a Related Corporation and which are exercisable for the first time by such individual during any one calendar year does not exceed US$100,000. For purposes of this Section 4.12(f), ISOs will be taken into account in the order in which they were granted, and calculation will be performed in accordance with Section 422 of the Code and Treasury Regulations promulgated thereunder;

(g) by accepting an Option granted as an ISO under the Plan, each Optionee agrees to notify the Corporation in writing immediately after such Optionee makes a "**Disqualifying Disposition**" of any share acquired pursuant to the exercise of such ISO; for this purpose, a Disqualifying Disposition is any disposition occurring on or before the later of (a) the date two years following the date the ISO was granted or (b) the date one year following the date the ISO was exercised;

(h) no modification of an outstanding Option that would provide an additional benefit to an Optionee, including to a reduction of the Exercise Price or extension of the exercise period, shall be made without consideration and disclosure of the likely

United States federal income tax consequences to the Participants affected thereby; and

(i) ISOs will be neither transferable nor assignable by the Optionee other than by will or the laws of descent and distribution and may be exercised, during the Optionee's lifetime, only by such Optionee.

4.13 Section 409A.

With respect to any Options granted to U.S. taxpayers:

(a) participants shall be limited to employees or contractors providing services to the Corporation or to an affiliate which is an "eligible issuer", as defined in final Treas. Reg. 1.409A-1(b)(iii) (this includes corporate subsidiaries in which the Corporation has a controlling interest);

(b) no extension of an Option Term shall extend beyond the latest date that the right could have expired by its original terms. However, an extension to no more than 30 days following a blackout to comply with applicable law is not an extension for purposes of this provision; and

(c) any replacement options issued under the Plan shall comply with U.S. Treas. Reg. 1.424-1 as if the Option were an incentive stock option (ISO) so that the ratio of the exercise price to the fair market value of shares subject to the options immediately after the replacement may not be greater than the ratio of the exercise price to the fair market value of shares subject to the options immediately before the replacement.

ARTICLE 5
SHARE CAPITAL ADJUSTMENTS

5.1 General

The existence of any Options or Unvested Option Shares does not affect in any way the right or power of the Corporation or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation, to create or issue any bonds, debentures, shares or other securities of the Corporation or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this section would have an adverse effect on this Plan or any Option granted hereunder or any Unvested Option Shares.

5.2 Reorganization of Corporation's Capital and Other Events Affecting the Corporation

In the event that any dividend (whether in the form of cash, Common Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split- up, spin-off, repurchase, subdivision, combination, reclassification, exchange of Common Shares or other securities of the Corporation or other change in the capital structure of the Corporation affecting Common Shares occurs, then in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan (a) the number, type and class of shares reserved for issuance under this Plan and (b) the Exercise Prices, number, type and class of shares subject to outstanding Options or covered by Unvested Option Shares will (to the extent appropriate) be proportionately and equitably adjusted by the Plan Administrator, subject to any required action by the Board or the shareholders of the Corporation and compliance with applicable securities laws, including, if applicable, Section 25102(o) of the California Corporations Code to the extent the Corporation is relying upon the exemption afforded thereby with respect to the Options or Unvested Option Shares. Notwithstanding the foregoing, with respect to Options granted prior to the Series D Restatement Date, the type and class of shares that are subject to such Options may not be adjusted to the extent such adjustment would have an adverse effect with respect to such Options, unless the applicable Optionee provides written consent.

5.3 Immediate Exercise of Options

Where the Plan Administrator determines, in its discretion, that the steps provided in Sections 5.2 would not preserve proportionately the rights and obligations of the Optionees in the circumstances or otherwise determines, in its discretion, that it is appropriate, the Plan Administrator, in its discretion, may accelerate the vesting of any outstanding Options or Unvested Option Shares.

5.4 Issue by Corporation of Additional Shares

Except as expressly provided in this Article 5, neither the issue by the Corporation of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to: (a) the number of Common Shares that may be acquired on the exercise of any outstanding Options; or (b) the Exercise Price of any outstanding Options.

5.5 Fractions

No fractional Common Shares will be issued on the exercise of an Option. Accordingly, if, as a result of any adjustment under Sections 5.2, an Optionee would become entitled to a fractional Common Share, the Optionee has the right to acquire only the adjusted number of full Common Shares and no payment or other adjustment will be made with respect to the fractional Common Shares so disregarded.

5.6 Conditions of Exercise

The Plan and each Option are subject to the requirement that if at any time the Plan Administrator determines, in its discretion, that the listing, registration or qualification of the Common Shares subject to such Option upon any securities exchange or under any provincial, state or federal law, or the consent or approval of any governmental body, securities exchange or of the holders of the Common Shares generally, is necessary or desirable, as a condition of, or in connection with, the granting of such Option or the issue or purchase of Common Shares thereunder, no such Option may be granted or exercised in whole or in part unless such listing, registration, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Plan Administrator, in its discretion. The Optionees shall, to the extent applicable, cooperate with the Corporation in relation to such listing, registration, qualification, consent or other approval and shall have no claim or cause of action against the Corporation or any of its officers or directors as a result of any failure by the Corporation to obtain or to take any steps to obtain any such listing, registration, qualification, consent or approval.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Legal Requirement

The Corporation is not obligated to grant any Options, issue any Common Shares or other securities, make any payments or take any other action if, in the opinion of the Plan Administrator, in its discretion, such action would constitute a violation by an Optionee or the Corporation of any provision of any applicable statutory or regulatory enactment of any government or government agency.

6.2 Optionee's Entitlement

Except as otherwise provided in this Plan, Options previously granted under this Plan, whether or not then exercisable, are not affected by any change in the relationship between, or ownership of, the Corporation and a Related Entity. For greater certainty, all Options remain valid and exercisable in accordance with the terms and conditions of this Plan and are not affected by reason only that, at any time, a Related Entity ceases to be a Related Entity.

6.3 Withholding Taxes

Notwithstanding any other provision of this Plan, in connection with the exercise of an Option by an Optionee from time to time, as a condition to such exercise (i) the Corporation shall require such Optionee to pay to the Corporation an amount as necessary so as to ensure that the Corporation is in compliance with the applicable provisions of any federal, provincial or local law relating to the withholding of tax or other required deductions (the "**Applicable Withholdings and Deductions**") relating to the exercise of such Options; or (ii) in the event an Optionee does not pay the amount specified in (i) the Corporation shall be permitted to engage a broker or other agent, at the risk and expense of the Optionee, to sell an amount of underlying

Common Shares issuable on the exercise of such Option and to apply the cash received on the sale of such underlying Common Shares as necessary so as to ensure that the Corporation is in compliance with the Applicable Withholdings and Deductions relating to the exercise of such Options. In addition, the Corporation shall be entitled to withhold from any amount payable to an Optionee, either under this Plan or otherwise, such amount as may be necessary so as to ensure that the Corporation is in compliance with Applicable Withholdings and Deductions relating to the exercise of such Options or enter into any other suitable arrangements for the receipt of such amount.

Notwithstanding the first paragraph of this Section 6.3, where the Plan Administrator has granted the Optionee the right to cause the Corporation to accept the surrender of the vested Options held by the Optionee in consideration for a cash payment under section 4.5(c) and the Optionee directs the Corporation in writing that such cash payment be made directly to the Optionee's registered retirement savings plan in circumstances to which subsection 100(3) of the regulations made under the *Income Tax Act* (Canada) apply, the Corporation may transfer the cash payment to the Optionee's registered retirement savings plan without making the Applicable Withholdings and Deductions relating to the surrender of the vested Options.

6.4 Rights of Participant/Optionee

No Participant has any claim or right to be granted an Option (including an Option granted in substitution for any Option that has expired pursuant to the terms of this Plan), and the granting of any Option is not to be construed as giving an Optionee a right to remain in the employ of the Corporation or a Related Entity. No Optionee has any rights as a shareholder of the Corporation in respect of Common Shares issuable on the exercise of rights to acquire Common Shares under any Option until the allotment and issuance to the Optionee of certificates representing such Common Shares.

6.5 Term of Plan and Termination

Subject to Section 6.11 of this Plan, this Plan will become effective as of the Series D Restatement Date. Subject to any shareholders agreement of the Corporation, the Board may terminate this Plan at any time without shareholder approval. Notwithstanding the foregoing, subject to the discretion of the Plan Administrator, the termination of this Plan shall have no effect on outstanding Options or Unvested Option Shares, which shall continue in effect in accordance with their terms and conditions and the terms and conditions of this Plan. Unless sooner terminated, this Plan will continue in effect for a term of 10 years from the later of (a) the earlier of the Series D Restatement Date or the date of shareholder approval of the Plan, or (b) the earlier of the most recent Board or shareholder approval of an increase in the number of Company Shares reserved for issuance under the Plan.

6.6 Indemnification

Every Director will at all times be indemnified and saved harmless by the Corporation from and against all costs, charges and expenses whatsoever, including any income tax liability arising from any such indemnification, that such Director may sustain or incur by reason of any action,

suit or proceeding, taken or threatened against the Director, otherwise than by the Corporation, for or in respect of any act done or omitted by the Director in respect of this Plan, such costs, charges and expenses to include any amount paid to settle such action, suit or proceeding or in satisfaction of any judgement rendered therein.

6.7 Participation in this Plan

The participation of any Participant in this Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in this Plan. In particular, participation in this Plan does not constitute a condition of employment or service nor a commitment on the part of the Corporation to ensure the continued employment or service of such Participant. The Plan does not provide any guarantee against any loss which may result from fluctuations in the market value of the Common Shares. The Corporation does not assume responsibility for the personal income or other tax consequences for the Participants and they are advised to consult with their own tax advisors.

6.8 Amendments

Subject to any shareholders agreement of the Corporation, the Board may,

(a) without notice, at any time or from time to time, amend this Plan or any provisions hereof in such respects as it, in its sole discretion, determines appropriate; provided that no such amendment shall have any adverse effect with respect to any Options or Unvested Option Shares outstanding as at the date of such amendment without the prior consent of the applicable Optionee(s); and

(b) subject to any required regulatory approval, at its discretion from time to time retrospectively amend the Plan and, in the event of an amendment that is adverse to the interests of the affected Optionee, with the consent of the affected Optionee, retrospectively amend the terms and conditions of any Options which have been theretofore granted or any Unvested Option Shares issued upon the Restricted Share Exercise of such Options.

6.9 Corporate Action

Nothing contained in this Plan or in an Option shall be construed so as to prevent the Corporation from taking corporate action which is deemed by the Corporation to be appropriate or in its best interest, whether or not such action would have an adverse effect on this Plan or any Option or Unvested Option Shares, including, with respect to an Option previously granted or any Unvested Option Shares issued upon the Restricted Share Exercise of such Options, any adjustments to the Exercise Price, Exercise Period or number of Option Shares, provided that any such adjustment is required by any securities exchange or applicable securities laws.

6.10 Notices

All written notices to be given by the Optionee to the Corporation shall be delivered personally or by registered mail, postage prepaid, email with receipt, addressed as follows:

Sonder Holdings Inc.
101 15th Street
San Francisco, CA
94103

Attention: Francis Davidson

E-mail: davidson@sonder.com

Any notice given by the Optionee pursuant to the terms of an Option shall not be effective until actually received by the Corporation at the above address.

6.11 Shareholder Approval.

This Plan will be subject to approval by the shareholders of the Company within 12 months after the Series D Restatement Date. Such shareholder approval will be obtained in the manner and to the degree required under applicable laws.

SCHEDULE A

FORM OF NOTICE OF GRANT PERSONAL & CONFIDENTIAL

[insert Date of Grant, this date must on the date the grant is approved by the Board]

Re: Grant of Options

Dear ●**:**

This letter is to inform you that Sonder Holdings Inc. (the "**Corporation**") is granting you an option to purchase [**insert number**] shares of common stock of the Corporation ("**Common Shares**") at a price of **$[price]** per share.

Your option will vest as follows, subject to your continued service as a Participant (as defined in the Stock Option Plan) through the applicable vesting date:

Percentage or Fraction of the Total Number of Option Shares that may be Purchased	Vesting Date
[1/4]	**[insert date that is one year from the Vesting Commencement Date]**
[1/48]	On the last day of each month for a period of **[36]** months, beginning on **[insert the day that is the last day of the month after the month in which occurs the day that is one year from the Vesting Commencement Date].**

Your option expires on **[insert day that is the 10-year anniversary of the Date of Grant]**.

Your option, when vested as set out above, may be exercised by you in whole or in part at any time prior to its expiry by delivery of an (i) an executed Subscription Form and Undertaking (see Schedule B-1 and B-2 (for non-ISO holders only) of the Stock Option Plan) to the Corporation's principal office to the Chief Executive Officer specifying the number of shares to be purchased, (ii) an executed Option Agreement (see the form attached as Schedule 2 to this letter), and (iii) a counterparty signature page to an ESOP Trust Agreement (should such ESOP Trust be constituted), accompanied by a cash payment, money order, bank draft, certified cheque or executed Notice of Net Exercise representing payment in full of the exercise price for the purchase of the Common Shares.

The Corporation has the right to amend, in the future, the stock option plan (the "**Stock Option Plan**") attached hereto. You understand and acknowledge that, when the Corporation amends the Stock Option Plan, your option will become subject to the terms and conditions of the Stock

Option Plan, as amended and restated from time to time, provided that the number of underlying shares, exercise price, vesting schedule and expiry date of your option will not be affected, except as otherwise provided in the Stock Option Plan.

In order to make this grant of option effective you must sign and deliver a copy of this letter to the Corporation and in doing so, you acknowledge and agree to the following:

1. All capitalized terms in the following paragraphs 2 to **[10 <u>or</u> 11 <u>or</u> 12]** have the meanings set forth in the Stock Option Plan.

2. You have received and agree to the terms of the Stock Option Plan.

3. Subject to Sections 4.9 and 5.3 of the Stock Option Plan and unless otherwise determined by the Plan Administrator, in its discretion, at the time of granting an Option and as set forth herein, each Option is exercisable in the instalments set forth in Section 4.4 of the Stock Option Plan.

4. In no event is the Option granted hereunder exercisable after the expiration of the relevant Exercise Period.

5. No fractional Common Shares will be issued on the exercise of the Option granted hereunder. If, as a result of any adjustment to the number of Common Shares issuable on the exercise of the Option granted hereunder pursuant to the Stock Option Plan, you would be entitled to receive a fractional Common Share, you have the right to acquire only the adjusted number of full Common Shares and no payment or other adjustment will be made with respect to the fractional Common Shares so disregarded.

6. Nothing in the Stock Option Plan or in this Letter will affect the Corporation’s right, or that of a Related Entity, to terminate the employment of, term of office of, or consulting agreement or arrangement with you at any time for any reason whatsoever. Upon such termination, your rights to exercise Options will be subject to restrictions and time limits for the exercise of Options. Complete details of such restrictions are set out in the Stock Option Plan, and in particular in Sections 4.6 and 4.7 of the Stock Option Plan.

7. Each notice relating to the Option, including the exercise thereof, shall be in writing. All notices to the Corporation shall be delivered personally or by prepaid registered mail and shall be addressed to the Chief Executive Officer of the Corporation. All notices to you shall be addressed to your principal address or email address on file with the Corporation. Either the Corporation or you may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally, on the date of delivery, and if sent by prepaid, registered mail, on the fifth business day following the date of mailing and if sent by email upon receipt of a receipt of delivery. Any notice given by either you or the Corporation is not binding on the recipient thereof until received.

8. When the issuance of Common Shares on the exercise of the Option may, in the opinion of the Corporation, conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Corporation reserves the right to refuse to issue such Common Shares for so long as such conflict or inconsistency remains outstanding. The Corporation may postpone the issuance of Common Shares until it receives satisfactory proof that the issuance of such Shares will not violate any of the provisions of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, any rules or regulations of the Securities and Exchange Commission ("SEC") promulgated thereunder, or the requirements of applicable state law or provincial law relating to authorization, issuance or sale of securities, or until there has been compliance with the provisions of such acts or rules. You understand that the Corporation is under no obligation to register or qualify the Common Shares with the SEC, any state securities commission or any stock exchange to effect such compliance.

9. Subject to Section 4.6 of the Stock Option Plan, the Option granted pursuant to this notice may only be exercised by you personally and, subject to Section 3.6 of the Stock Option Plan, no assignment or transfer of the Option, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Option whatsoever in any assignee or transferee, and immediately upon any assignment or transfer or any attempt to make such assignment or transfer, the Option granted hereunder terminates and is of no further force or effect. Complete details of this restriction are set out in the Stock Option Plan.

10. You hereby acknowledge that the Corporation may, as a condition to the exercise of the Options, require the shares to be held in escrow by the Escrow Agent in accordance with the terms of the Option Agreement and/or deposited with an ESOP Trustee pursuant to the terms of an ESOP Trust Agreement in a form acceptable to the Plan Administrator relating to the Common Shares so issued.

11. You further agree that:

    a. any rule, regulation or determination, including the interpretation by the Plan Administrator, in its discretion, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all persons including the Corporation and yourself;

    b. the grant of the Option does not affect in any way the right of the Corporation or any Related Entity to terminate your employment, term of office or consulting service; and

    c. The Shares to be acquired upon exercising this Option will be acquired for investment, and not with a view to the sale or distribution thereof.

12. [NOTE: *For U.S. taxpayers, include the following sentence* UNLESS *the options are intended to be ISOs*: The Options granted pursuant to this Letter are non-qualified

share options and are not intended to be incentive stock options under Section 422 of the Internal Revenue Code.]

13. [NOTE: *For U.S. taxpayers, include the following sentence* IF *the options are intended to be ISOs*: The Options granted hereby is intended to be an ISO and the Optionee acknowledges and agrees that Section 4.12 of the Stock Option Plan is applicable to the Option and the Optionee.]

Please return the signed copy of this letter to the Corporation, to the attention of the Chief Executive Officer. By signing and delivering a copy of this letter, you are agreeing to be bound by the terms of this Letter and the Stock Option Plan.

Yours truly,

SONDER HOLDINGS INC.

By: _____

Name:

Title:

Accepted and agreed:

_____

[insert name of Optionee]

Date: _____

SCHEDULE B-1

SONDER HOLDINGS INC. (THE "CORPORATION")
SUBSCRIPTION FORM AND UNDERTAKING

Date _____

Attention of the Chief Executive Officer, Mr., Mrs., Ms._____

I, the undersigned,_____, hereby subscribe for_____(__) shares of common stock of the Corporation (the "**Common Shares**") out of the_____(_____) Options to purchase Common Shares granted to the undersigned pursuant to the notice of grant dated _____, and I enclose herewith my cash, money order, bank draft or certified cheque made payable to the order of the Corporation in the amount of _____ dollars (_____) in payment of the said subscription. The undersigned declares himself/herself bound by each of the provisions of the Corporation's current Option Agreement, which he/she undertakes to respect effective from the registration of the undersigned in the share register of the Corporation. The undersigned further acknowledges having received copy of said Option Agreement, having examined same thoroughly, having obtained, if needed, the services of legal counsel to provide interpretation of same, having clearly understood all of its provisions and conditions and undertakes to execute such Option Agreement.

Signature _____

Name _____

Address _____

_____

_____

Telephone _____

SCHEDULE B-2

SONDER HOLDINGS INC. (THE "CORPORATION")
SUBSCRIPTION FORM AND UNDERTAKING

(NET EXERCISE NOTICE)

Attention of the Chief Executive Officer, Mr., Mrs., Ms. _____

I, the undersigned,_____, hereby subscribe for _____(_____) shares of common stock of the Corporation (the "**Common Shares**") out of the_____(_____) Common Shares available for purchase by the undersigned pursuant to the notice of grant dated_____, by way of net exercise ("**Net Exercise**"). More particularly, I hereby agree to surrender all of my rights under the Option relating to the Common Shares described in element "X" below in consideration for the number of shares, rounded down to the nearest whole share, given by the formula: N = X*((A-B)/A), where:

"N" = the number of vested Common Shares (rounded down to the nearest whole number) to be issued upon Net Exercise of the Option;

"X" = the total number of Common Shares with respect to which I have elected to exercise the Option;

"A" = the Fair Market Value of one (1) Common Share determined in accordance with the Stock Option Plan;

"B" = the Exercise Price per Common Share (as stipulated in my Notice of Grant); and

All capitalized terms used but not defined herein have the meaning ascribed thereto in the Corporation's Stock Option Plan.

The undersigned agrees to waive any right to receive all of the Common Shares of the Corporation underlying the Option. Following the net settlement of the Common Shares as provided above, the undersigned authorizes the Corporation to issue a lesser number of Common Shares issuable to me in respect of the Option by that number of whole Common Shares consistent with the methodology set forth above.

The undersigned acknowledges and agrees that the Option, to the extent Net Exercised, is a non- statutory option and subject to, federal, state, provincial, employment, and any other applicable tax withholding requirements. I further agree and acknowledge my sole responsibility for any tax withholding obligations arising from the exercise of this Option. I agree that the Corporation does not have a duty to design or administer the Stock Option Plan or its other compensation programs in a manner that minimizes my tax liabilities.

The undersigned declares himself/herself bound by each of the provisions of the Corporation's current Option Agreement, which he/she undertakes to respect effective from the registration of the undersigned in the share register of the Corporation. The undersigned further acknowledges having received copy of said Option Agreement, having examined same thoroughly, having obtained, if needed, the services of legal counsel to provide interpretation of same, having clearly understood all of its provisions and conditions and undertakes to execute such Option Agreement.

Signature _____

Name _____

Address _____

_____

_____

Telephone _____

Social Security Number (if U.S. citizen): _____

EXHIBIT A
ILLUSTRATION OF NET EXERCISE

For illustrative purposes only, the following is an example of how the Net Exercise will be calculated. These numbers are for illustration only and are not meant to be indicative of any prices actually in effect.

The Optionee holds an option to purchase 100 Common Shares. The current Fair Market Value of a Common Share on the exercise date is $10/Common Share, and the Exercise Price per Common Share is $1/Common Share.

"X" = 100
"A" = $10
"B" = $1

N = 100*((10-1)/10) = 90 Common Shares

In this example, following the Net Exercise, Optionee will hold 90 Common Shares.

SCHEDULE C

FORM OF OPTION AGREEMENT

THE OPTION AGREEMENT between Sonder Holdings Inc. (the "**Corporation**") and _____(the "**Holder**"), dated__(the "**Effective Date**").

WHEREAS

(a) Holder owns shares of common stock ("**Common Shares**") of the Corporation that he/she acquired as a result of the exercise of options to purchase such shares granted by the Corporation pursuant to the Stock Option Plan.

(b) It is a condition of Holder owning the Common Shares that Holder execute and deliver this Option Agreement.

(c) The terms and conditions of the Stock Option Plan, as is currently in effect and as may be amended and/or restated from time to time, are hereby incorporated by reference as terms and conditions of this Option Agreement and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Stock Option Plan. The Holder hereby acknowledges having been provided a current version of the Stock Option Plan.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. **Definitions**

1.1 The following terms when used herein shall have the meaning hereinafter ascribed:

1.1.1 "**Electing Holders**" has the meaning ascribed thereto in the Voting Agreement;

1.1.2 "**Escrow Agent**" means the Chief Executive Officer of the Corporation as that position is filled from time to time or such other person (including any officer of the Corporation) as may be designated from time to time by the Plan Administrator and who agrees to act as Escrow Agent hereunder;

1.1.3 "**ESOP Trust**" means a trust constituted pursuant to the terms of the ESOP Trust Agreement;

1.1.4 "**ESOP Trust Agreement**" means an agreement in the a form acceptable to the Plan Administrator, creating an ESOP Trust pursuant to which the Common Shares issued to an Optionee after the exercise of their Options are deposited with an ESOP Trustee in whose name the Common Shares are registered, but pursuant to which the Participant retains beneficial ownership;

1.1.5 "**ESOP Trustee**" trustee of an ESOP Trust.

1.1.6 "**Market Stand-Off**" has the meaning set forth in Section 9.1.2;

1.1.7 "**SEC**" means the United States Securities and Exchange Commission;

1.1.8 "**Section 409A**" means Section 409A of the United States Internal Revenue Code of 1986, as amended;

1.1.9 "**Securities Act**" means the United States Securities Act of 1933, as amended;

1.1.10 "**Separation from Service**" has the meaning set forth in Section 9.2; 1.1.11 "Specified Employee" has the meaning set forth in Section 9.2;

1.1.12 "**Stock Option Plan**" means the Stock Option Plan of the Corporation adopted on February 25, 2015, as amended and restated on February 24, 2016, March 14, 2017, March 9, 2018, September 26, 2018, May 5, 2019, November 15, 2019, and December 20, 2019, as further amended, from time to time in accordance with its terms.

1.1.13 "**Voting Agreement**" means the Amended and Restated Voting Agreement of the Corporation dated May 21, 2019, as further amended, from time to time in accordance with its terms.

2. **Transfer of shares restricted**

2.1 Until such time as the Corporation shall have completed an Initial Public Offering, Holder shall not sell, transfer, pledge, hypothecate, charge or otherwise alienate any or all of the Common Shares or any interest therein without the prior permission of the Board (whose permission may be subject to certain conditions determined by the Board, including a right of first refusal in favour of the Corporation). Notwithstanding the foregoing, the Holder may sell and transfer any or all of the Common Shares to such purchasers authorized by the Board pursuant to a structured liquidity plan which may be implemented by the Corporation from time to time. To ensure that that undertaking (and the ones contained at Sections 3 and 6 below) is met, the share certificates representing the Common Shares shall initially be held in escrow by the Escrow Agent, and in the event that an ESOP Trust is constituted, deposited with an ESOP Trustee in accordance with the terms of the applicable ESOP Trust Agreement. The Escrow Agent and/or ESOP Trustee (as applicable) is hereby irrevocably authorized and directed by Holder to comply, on Holder's behalf and in Holder's name and stead, with all of the Holder's obligations (including compliance with Section 3 hereof) under this Option Agreement.

2.2 Should the Corporation complete a Liquidity Event or Initial Public Offering, Holder will be free to sell, transfer, pledge, hypothecate, charge or otherwise alienate the Common Shares held at such time in accordance with the Liquidity Event or subsequent to the Initial Public Offering, subject to applicable securities regulatory requirements and any escrow or hold requirements of underwriters or selling agents of the Corporation's Initial Public Offering.

3. **Offer to purchase a majority of the Corporation's Common Shares**. In the event that an offer (an "Offer") for a an event that would result in a Liquidity Event is made by any party (the "Offeror") to and accepted by the Electing Holders (the "Accepting Shareholders") or in the event that the Drag-Along provision set forth in the Voting Agreement is triggered in accordance with its terms; the Holder undertakes to and shall, upon written request of the Corporation or the Accepting Shareholders, sell to the proposed Offeror all of the Common Shares and/or otherwise comply with the terms of the agreements or arrangements of the Liquidity Event at the price per Common Share payable under the Offer, for such Common Share which price shall be paid in accordance with (including in the manner, form and time of closing) the terms of the Offer. This provision will apply mutatis mutandis to any future compulsory purchase or compulsory sale provisions contained in the Corporation's then-current shareholders agreement.

4. **Bankruptcy**. In the event the Holder is declared bankrupt or becomes insolvent or is deprived of the legal ownership or possession of Holder's assets, the Holder's Common Shares shall not be transferred to a third party without the written consent of the Board. Prior to any such potential transfer, the Holder will be deemed to have sold, immediately before such event, all of the Common Shares to the Corporation or a person or persons designated by it, for the total sum of one dollar payable on demand.

5. **Legend on share certificates**. Subject to Section 9.1.4, Common Share certificates issued to Holder (and/or held hereunder by the Escrow Agent or ESOP Trustee (as applicable)) shall bear the following legend (or the French version of such legend):

> "*There are restrictions on the right to transfer the shares represented by this certificate. In addition, such shares are subject to an Option Agreement a copy of which is on file with the Secretary of the Corporation, as the same may be amended from time to time, and may not be hypothecated, pledged, sold or otherwise transferred except in accordance with the provisions thereof.*"

6. **Financing**. In the event that any lender or investor of the Corporation requires that the Holder become a party to any shareholders agreement or other contract affecting the Corporation or the Common Shares, the Holder shall enter into such agreement upon such terms and conditions as may be agreed to by the Board. Holder hereby grants Escrow Agent an unconditional and irrevocable power of

attorney and mandate (i) to sign on behalf and in the name and stead of the Holder any such shareholders agreement or other contract and all documents, instruments, articles and resolutions necessary to give effect to such shareholders agreement or other contract or the transactions therein contemplated, and (ii) to do or cause to occur all actions in furtherance of the foregoing.

7. **Application**. For greater certainty, the present Option Agreement applies to any and all Common Shares currently held by Holder and any and all Common Shares hereafter acquired by Holder, unless the parties to this Option Agreement agree otherwise in writing.

8. **Escrow Agent**

8.1 The Holder represents and warrants that Holder is the beneficial owner of the Common Shares issued in Holder's name.

8.2 The Holder does hereby deliver to the Escrow Agent certificates in respect of the Common Shares, which Common Shares shall be held by the Escrow Agent under and pursuant to the terms and conditions hereof.

8.3 The Escrow Agent acknowledges that in his quality as Escrow Agent, he has no real or beneficial ownership in any of the Common Shares, such real and beneficial ownership residing solely with the Holder and all dividends or other distributions in respect of the Common Shares shall enure in favour of the Holder.

8.4 In the event that the Escrow Agent shall receive any shares of the Corporation issued by way of a share dividend or share split upon the Common Shares, he shall hold such shares pursuant to the terms of this Option Agreement.

8.5 It shall be the duty of the Escrow Agent and he shall have the full power and authority and he is hereby fully and irrevocably empowered and authorized to (i) receive on behalf of the Holder all notices of shareholders meetings and all communications generally sent by the Corporation to its shareholders, (ii) represent the Holder and the Holder's Common Shares transferred to the Escrow Agent as aforesaid, and to vote upon the said Common Shares, as in the judgement and discretion of the Escrow Agent may be in the best interests of the Corporation, at all meetings of shareholders of the Corporation for the election of directors and for all other matters in question which may be brought before such meetings, as fully as the Holder might do if personally present, and (iii) sign, with respect to Holder's Common Shares and Holder's status as a shareholder of the Corporation, all resolutions, instruments, consents, waivers, approvals, contracts and other documents on behalf of the Holder and in the Holder's name as the Escrow Agent deems appropriate in his discretion, and (iv) execute, for and on behalf of the Holder, an ESOP Trust Agreement (or counterparty signature page thereto) and deposit the Holder's Common Shares in accordance with the terms therein.

8.6 The Escrow Agent shall possess and be entitled to exercise in his sole and absolute discretion all shareholders' rights of every kind in respect of all Common Shares or other shares or securities deposited hereunder (save the right to receive cash dividends and other cash distributions) including the right to vote and to take part in or consent to any corporate or shareholders' action as a holder of such shares or other securities. The Holder shall have no right to vote or take part in or consent to any corporate or shareholders' action in respect of all or any such Shares or other securities, or in any way to bind or govern the decisions, actions or discretions of the Escrow Agent in respect of all of such shares or other securities.

8.7 The rights, privileges, proxy, mandate and power of attorney herein given by the Holder to the Escrow Agent are irrevocable.

8.8 The Escrow Agent may delegate his authority hereunder and may appoint a proxy or mandatary to attend meetings, sign documents or otherwise act for him and in the name of the Holder. The Escrow Agent may act as a director or officer of the Corporation and shall be entitled to receive remuneration therefrom. The Escrow Agent shall not be entitled to remuneration for acting in such capacity.

8.9 By way of supplement to the provisions of law or regulation for the time being in effect relating to mandataries, it is agreed:

8.9.1 That the Escrow Agent shall not incur any liability or responsibility by reason of any error of law or mistake or any matter or thing done or permitted to be done under or in relation to this Option Agreement except for his own individual gross negligence or intentional fault;

8.9.2 That the Escrow Agent may, in relation to this Option Agreement, act on the opinion or advice of a lawyer, accountant, broker or other expert, and shall not be responsible for any loss occasioned by so acting, and shall incur no liability or responsibility for deciding in good faith not to act upon any such opinion or advice; and

8.9.3 Any person appointed Escrow Agent under the provisions hereof shall be vested with all the responsibilities, duties and powers as though originally named herein. Any Escrow Agent may resign at any time by delivering a 3-day notice in writing to the Holder. Upon receipt of the resignation of the Escrow Agent, a new Escrow Agent shall be appointed by the Board.

8.10 In the event of the dissolution or total or partial liquidation of the Corporation, whether voluntary or involuntary, the Escrow Agent shall receive the monies, securities, rights and property to which the Holder is entitled, and shall distribute the same to the Holder.

8.11 In the event that the Corporation is amalgamated, merged or consolidated with any other closely held Corporation, or all or substantially all the assets of the Corporation are transferred to another closely held Corporation, then in connection with such transfer the term "Corporation" for all purposes of this Option Agreement shall be taken to include such successor closely held Corporation and the Escrow Agent shall receive and hold under this Option Agreement any shares which such successor Corporation issues on account of the ownership by the Holder of the Common Shares. The term "shares" as used in this Section shall be taken to include any shares of capital stock which may be received by the Escrow Agent resulting from such amalgamation, merger, consolidation or transfer. For the purposes hereof, "closely held" means a Corporation that has not made a Public Offering.

8.12 The mandate of the Escrow Agent shall be suspended upon the depositing of the Holder's Common Shares with the ESOP Trustee in accordance with the terms of the ESOP Trust Agreement.

9. **Purchase for Purpose of Investment**.

9.1 For Holders who are resident of the United States:

9.1.1 Securities Law Restrictions. Regardless of whether the offering and sale of Common Shares under the Stock Option Plan have been registered under the Securities Act, or have been registered or qualified under the securities laws of any state, the Corporation at its discretion may impose restrictions upon the sale, pledge or other transfer of such Common Shares (including the placement of appropriate legends on certificates or the imposition of stop-transfer instructions) if, in the judgment of the Corporation, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any state or any other law.

9.1.2 Market Stand-Off. In connection with any underwritten public offering by the Corporation of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Corporation's Initial Public Offering, Holder shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other agreement for the purchase of, purchase any option or other agreement for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Common Shares acquired under this Option Agreement without the prior written consent of the Corporation. Such restriction (the "**Market Stand-Off**") shall be in effect for such period of time following the date of the final prospectus for the offering as may be required by the Corporation; provided, however, that with respect to any particular underwritten public offering, such period shall not exceed 180 days.

In the event of any adjustment of, changes in or additions to the Common Shares, any new, substituted or additional interests or securities which are by reason of such adjustment, change or addition distributed with respect to any Common Shares subject to the Market Stand-Off, or into which such Common Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Corporation may impose stop-transfer instructions with respect to the Common Shares acquired under this Option Agreement until the end of the applicable stand-off period. The Corporation's underwriters shall be beneficiaries of the agreement set forth in this Section 9.1.2. This Section 9.1.2 shall not apply to Common Shares that are registered in a public offering under the Securities Act.

9.1.3 Investment Intent at Exercise. In the event that the sale of Common Shares under the Stock Option Plan is not registered under the Securities Act but an exemption is available which requires an investment representation or other representation, the Holder shall represent and agree at the time of exercise that the Common Shares being acquired upon exercising this Option are being acquired for investment, and not with a view to the sale or distribution thereof, and shall make such other representations as are deemed necessary or appropriate by the Corporation and its counsel.

9.1.4 Legends. If the Corporation chooses to deliver certificates to evidence the Common Shares purchased under this Option Agreement by a Holder who is a United States resident in an unregistered transaction, all such certificates shall also bear the legend set forth in Section 5 as well as the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

"THE SHARES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL (A) REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, OR (B) IN THE OPINION OF COUNSEL, IN FORM AND SUBSTANCE SATISFACTORY TO BILLPOINT, SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH."

9.1.5 Removal of Legends. If, in the opinion of the Corporation and its counsel, any legend placed on a share certificate representing Common Shares sold under this Option Agreement is no longer required, the holder of such

certificate shall be entitled to exchange such certificate for a certificate representing the same number of Common Shares but without such legend.

9.1.6 Administration. Any determination by the Corporation and its counsel in connection with any of the matters set forth in this Section 9 shall be conclusive and binding on the Holder and all other persons.

9.2 The Holder acknowledges and agrees that the Corporation makes no representation about the applicability of "Section 409A" to this Option Agreement and the Holder covenants and agrees that the Corporation shall have no liability to the Holder in the event that Section 409A applies to this Option Agreement. The Holder acknowledges and agrees that he is solely responsible for all U.S. tax obligations arising in relation to this Option Agreement.

In the event that any non-qualified deferred compensation (as determined under Section 409A) is payable upon the Holder's Separation from Service under this Option Agreement, or any other plan in which the Holder participates, then notwithstanding anything else in the applicable agreement or plan, if the Holder is a Specified Employee, no amount shall be payable prior to the six months from the date that the Holder experiences a Separation from Service.

For the purposes of this Section 9.2, "**Separation from Service**" shall have the meaning given thereto under Section 409A and the regulations and authority thereunder; and "**Specified Employee**" shall have the meaning set forth in Section 409A and the regulations and authority thereunder and shall be determined in accordance with the Corporation's regular process for the identification of "Specified Employees".

10. **Governing Law**. This Option Agreement will be governed and interpreted in accordance with the laws of the province of Québec and the laws of Canada applicable therein.

11. **Severability**. Each provision of this Option Agreement constitutes a distinct covenant, such that any decision of a court or tribunal to the effect that any of the provisions of this Option Agreement is null or unenforceable shall in no way affect the validity or enforceability of the other provisions hereof.

12. **Language**. This Option Agreement and the schedules thereto as well as the notices and other communications to be given or made pursuant hereto have been or will be in the English language at the express request of Holder. *La présente convention, les annexes aux présentes et tous avis, et autres communications donnés ou faits en vertu de cette convention, ont été rédigés en anglais à la demande expresse du détenteur d'actions*.

[*The remainder of this page has been intentionally left blank*.]

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement and dated same as of the Effective Date.

SONDER HOLDINGS INC.

By: _____

(Officer)

_____

Holder Name:

_____

Escrow Agent Name:

SCHEDULE D

NOTICE OF SURRENDER OF VESTED OPTIONS

TO: **SONDER HOLDINGS INC.** (the "**Corporation**")
and the Board of Directors

WHEREAS the undersigned holds_____vested options (the "**Vested Options**") pursuant to the Stock Option Plan of the Corporation, as amended from time to time, entitling the undersigned to purchase Common Shares of the Corporation; and

WHEREAS the Corporation has agreed to allow the undersigned to surrender the Vested Options.

NOW, THEREFORE, the undersigned hereby elects to surrender the Vested Options and requests that the Corporation terminate the Vested Options in exchange for a cash payment to the undersigned equal to the excess of the Fair Market Value of the Common Shares underlying those Vested Options, as determined by the board of directors of the Corporation, based on advice received from the Corporation's auditors or professional valuators, as of the date of surrender of the Vested Options, over the exercise price of the Vested Options less Applicable Withholdings and Deductions.

DATED _____, 20 ____

_____

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the "**Agreement**") is entered into on November 1, 2018 and is effective as of November 5, 2018.

BY AND BETWEEN: **SONDER USA Inc.**, a corporation organized in the state of Delaware;

(hereinafter referred to as "**Sonder**")

AND:

Phil Rothenberg;

(hereinafter referred to as "**Employee**")

WHEREAS Sonder is engaged in the business of providing leasing, sub-leasing and management services, as well as the franchising of management of apartments, flats, buildings and similar properties throughout the world, including but not limited to short term rentals, student housing, and hotel services (the "**Sonder Business**"); and

WHEREAS Sonder desires to employ Employee pursuant to the terms and conditions hereof, wherein Employee, in the course of Employee's employment with Sonder, will become familiar with, and aware of, Sonder's Proprietary Information (as hereinafter defined) and future business plans, all of which has been and will be established and maintained as confidential at great expense to Sonder and constitutes the valuable good will of Sonder.

NOW THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, the parties hereto hereby agree as follows:

1. **DEFINITIONS**

Where used in this Agreement, unless the context or the subject matter is inconsistent therewith, the following terms shall have the meanings ascribed thereto, respectively:

"**Agreement**" shall have the meaning assigned thereto in the recitals. "**Sonder Business**" shall have the meaning assigned thereto in the recitals.

"**Cause**" means Employee's: (i) material breach of this Agreement, which material breach is not remedied within three (3) days following written notice thereof; (ii) failure to comply with any lawful directive of Sonder's President and/or board of directors; (iii) failure to adequately perform any of Employee's material duties or responsibilities hereunder; (iv) willful dishonesty, fraud, misconduct or any conduct constituting or exhibiting moral turpitude or which adversely affects the operations or reputation of Sonder; (v) conviction of a felony or any criminal misdemeanor other than a minor traffic violation; (vi) chronic alcohol abuse or illegal drug use by Employee; and (vii) usurpation of any corporate opportunity of Sonder;

"**Cessation Date**" means the date of cessation of Employee's employment with Sonder.

"**Confidential Information**" means information that is not generally known to the public, and from which Sonder may derive actual or potential economic value. Confidential Information includes, but is not limited to, sales and marketing information, customer information and lists of potential and actual customers (as well as information relating to its customers' customers) and the terms of Sonder's relationship therewith, training and operations materials and memoranda, pricing and financial information, accounts, information relating to the employees and/or affairs of Sonder, as well as any Sonder business plans and any information which should logically constitute Confidential Information, whether or not such information is marked "Confidential" by Sonder, and any other such information that does not rise to the level of a Trade Secret (as defined below). "Confidential Information" shall not include information that:

(i) becomes generally available to the public, other than as a result of disclosure by Employee;

(ii) becomes available to Employee on a nonconfidential basis from a source other than Sonder or any of its representatives or agents, provided that such source lawfully obtained such information and is not bound by any obligation of confidentiality; or

(iii) information which may be required to be disclosed in response to a valid order of a court of competent jurisdiction or the disclosure of which is otherwise required by law; provided however that Employee shall notify Sonder of any such required disclosure in order to afford Sonder an opportunity to seek a protective order (it being agreed that if a protective order is not sought or obtained in such circumstances, Employee may disclose such information without liability). Employee shall limit any such required disclosure solely to the information required.

"**Effective Date**" shall mean the effective date first referenced above.

"**Intellectual Property**" shall have the meaning ascribed thereto in section 6.1.

"**Person**" means any individual, firm, partnership, corporation (including not-for-profit), joint venture, unincorporated organization or association, trust, union, governmental entity, department or agency, or any other entity, business or organization of whatever nature.

"**Proprietary Information**" means, collectively, Trade Secrets and Confidential Information.

"**Restricted Businesses**" means (i) the Sonder Business, as well as any business, activity, product or service (collectively the "**Activities**") in which Sonder engages or which Sonder offers its customers or potential customers, as applicable, during the Term, and (ii) in addition to the Activities, those activities that, on or prior to the Cessation Date, Sonder has formal plans to provide or engage in on or subsequent to the Cessation Date.

"**Term**" shall have the meaning ascribed thereto in section 5.1.

"**Territory**" means North America, as well as any area in which Sonder has plans, on or prior to the Cessation Date, to carry on the Sonder Business.

"**Trade Secrets**" means, collectively, (i) any scientific or technical information, design, process, procedure, formula or improvement or modification thereof, as applicable, that is secret and of value, (ii) patents and patent rights, and the subject matter thereof, (iii) trademarks, trade names, service marks, brand names, certification marks, trade dress and other indications of origin, whether registered or not, and the goodwill associated therewith, (iv) copyrights, whether registered or not, and the subject matter thereof, including computer programs, source codes, databases and the documentation therefor, (v) internet protocol addresses and domain names, whether or not used or currently in service, (vi) information including, but not limited to, technical or non-technical data, formulae, patterns, compilations, programs, devices, methods, techniques, inventions, know-how, drawings, processes, source codes, algorithms, financial data, research and development work and all results derived therefrom, which Sonder takes reasonable efforts to protect from disclosure and from which Sonder derives actual or potential economic value due to its confidential nature, and (vii) registrations of, and applications to register any of the foregoing, and any renewal, extension, reissue, division, continuation, continuation in part, patent of addition, re-examination, derivation or modification thereof.

2. EMPLOYMENT AND DUTIES

2.1 Employment: Sonder hereby employs Employee in the capacity of General Counsel, effective as of the Effective Date, and Employee hereby accepts such employment, subject to the terms and conditions contained in this Agreement. Employee shall have such responsibilities, duties and authority as are reasonably accorded to and expected of an employee in the above-mentioned position as well as such other duties as may be delegated to Employee by the CEO & Co-Founder subsequent to the date hereof. Employee hereby agrees to devote his/her full working time, attention, and efforts to promote and further the business of Sonder.

2.2. Restrictions:

2.2.1 Employee shall not, during the Term, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage if such activity interferes, in any manner whatsoever, with Employee's duties and responsibilities hereunder.

2.2.2 Employee hereby acknowledges and agrees that under no circumstances shall Employee negotiate in the name of Sonder under any circumstances whatsoever or without first obtaining the prior written authorization from the CEO of Sonder who shall have final approval on any matter being so negotiated by Employee.

3. **COMPENSATION**

In consideration for the services to be provided by Employee to Sonder hereunder, Sonder shall compensate Employee as follows

3.1 Base Salary: The base salary payable to Employee shall be **USD $250,000 per year** which salary shall be paid to Employee in accordance with Sonder's standard payroll procedures.

3.2 Employee Benefits Plans: Employee shall have the opportunity to participate in any collective benefit plans which may be established from time to time by Sonder for its employees, upon their respective terms and conditions. The foregoing shall not be construed as an obligation of Sonder to implement any such plans.

3.3 Discretionary Time Off. Employee may take time off from work (for vacation, wellness, to care for another, etc.) at his/her reasonable discretion, provided that he/she coordinates such time off with, and obtains approval, from their direct manager in advance. During such time off, Employee will receive his/her regular base pay. Employee must ensure that he/she manages his/her time off in a manner that prioritizes work responsibilities while balancing personal needs and/or commitments. Employee is expected to meet deadlines, customer needs, and all job performance requirements, as well as coordinate coverage for his/her responsibilities during any period of absence. If extended time off in excess of five (5) consecutive business days is needed for a reason other than vacation, Employee will need to contact their direct manager. In that situation, appropriate Sonder management will need to approve the absence and determine whether (and to what extent) the absence will be paid or qualify as a leave of absence under the law or Sonder's policies. Sonder encourages a minimum of 2 weeks vacation be taken per year, however employee will not be paid for unused discretionary time off at termination. Sonder intends for its time off benefits, and will interpret and apply its time off benefits, to comply with all national, state, and local laws.

3.4 Stock Options: Sonder will recommend to its Board of Directors that Employee be granted the opportunity to purchase up to 507,000 shares of Common Stock of Sonder pursuant to the terms of Sonder's employee stock option plan (as may be amended) (the "Plan"), at an exercise price of **USD $2.14 per Share** (the "**Exercise Price**") , as determined by the Board of Directors on the date the Board approves such grant (the "Option"). The Option shall vest in accordance with the terms of the Plan, provided this Agreement is not sooner terminated pursuant to the terms hereof. However, the grant of the Option by Sonder is subject to the Board's approval and this promise to recommend such approval is not a promise of compensation and is not intended to create any obligation on the part of Sonder. Further details on the Plan and any specific option grant to Employee will be provided upon approval of such grant by Sonder's Board of Directors.

3.5 Expenses: Sonder will reimburse Employee for reasonable, out-of-pocket expenses incurred thereby in the course of rendering Employee's services and performing Employee's duties hereunder, subject to Employee providing Sonder with such statements and vouchers in connection therewith.

4. **NON-COMPETITION; CONFIDENTIALITY AND NONDISCLOSURE**

4.1 Non-Competition: Employee shall not, during the Term, for any reason whatsoever, whether directly or indirectly, individually, in partnership, jointly, on behalf of or in conjunction with any Person, engage or have any financial or other interest in, or be

otherwise commercially involved as an employee, officer, director, shareholder, owner, partner, joint venturer, principal, agent, manager, independent contractor, consultant, advisor, sales representative, or in any other capacity whatsoever, in any of the Restricted Businesses within the Territory. Nothing in this section 4.1 shall be deemed to prohibit Employee from acquiring as a passive investment a maximum of five percent (5%) of the issued and outstanding capital stock, or any other interest, in any publicly traded company listed on any recognized stock exchange, the business of which is the same as, substantially similar to or is in competition with, a Restricted Business.

4.2 Non-Solicitation: Employee shall not, at any time during the Term and for a period of two (2) years subsequent to the Cessation Date, whether directly or indirectly, individually, in partnership, jointly, on behalf of or in conjunction with any Person directly or indirectly solicit or otherwise entice away any employee or consultant of Sonder who is at that time, or who has been within six (6) months prior to the Cessation Date, an employee or consultant of Sonder.

4.3 Confidentiality:

4.3.1 Employee recognizes that during the Term, Employee will have access to Sonder's Proprietary Information. Employee (and, in the case of the death of Employee, the representative of Employee's estate) shall not, during the Term and subsequent to the Cessation Date, either directly or indirectly, in any capacity whatsoever, use, divulge, diffuse, sell, transfer, give, publish, reproduce, circulate or otherwise distribute to any Person, or otherwise make public, any such Proprietary Information. Notwithstanding the foregoing, Employee shall have the right to use the Proprietary Information for the purposes of fulfilling Employee's duties hereunder; provided that Employee shall, at all times, take all necessary measures to prevent the disclosure or unauthorized use of such Proprietary Information. Nothing in this section or otherwise in this Agreement shall limit or restrict in any way Employee's immunity from liability for disclosing Sonder Proprietary Information as specifically permitted by 18 U.S. Code Section 1833, the pertinent provisions of which are attached hereto as Exhibit A.

4.3.2 All Proprietary Information shall be and remain the sole and exclusive property of Sonder. Upon cessation of Employee's employment with Sonder, or upon written request from Sonder, Employee shall forthwith return to Sonder or destroy (and Employee shall certify such destruction in writing), all Proprietary Information and all embodiments thereof (including any copies or reproductions) in Employee's direct or indirect possession.

4.4 Remedy: Employee acknowledges and agrees that a breach of this article 4 may cause irreparable damage to Sonder for which monetary damages would be insufficient. Upon the occurrence of any such breach, Sonder shall, in addition to any and all other available remedies available thereto, be entitled to apply for and receive from any court of competent jurisdiction an injunction to restrain said breach.

5. TERM; CESSATION; RIGHTS ON CESSATION

5.1 Term: The term of this Agreement shall be indefinite commencing on the Effective Date until this Agreement is terminated in accordance with the terms hereof (the "Term"). Notwithstanding the foregoing or anything to the contrary contained herein, Employee hereby acknowledges and agrees that the engagement of Employee by Sonder shall be on a preliminary basis for the initial three (3) months of the Term. Sonder shall have the right to terminate this Agreement and the employment of Employee, upon written notice, on or prior to the expiry of the said three (3) month period. Following any such termination, Sonder shall have no further obligations hereunder, Employee shall have no claims or recourse against Sonder in respect of such termination and the provisions of section 5.4 shall apply.

5.2 Termination by Sonder: This Agreement may be terminated by Sonder as follows:

5.2.1 without Cause, upon fourteen (14) days' written notice;

5.2.2 immediately, with Cause, upon written notice thereof;

5.2.3 immediately, without notice, upon the death of Employee with no severance compensation due to Employee's estate hereunder or otherwise; and

5.2.4 at Sonder's election, upon thirty (30) days' notice to Employee, in the event Employee is unable to perform the essential functions of his/her position with or without reasonable accommodations.

5.3 Termination by Employee: Employee may terminate this Agreement and Employee's employment hereunder upon fourteen (14) days prior written notice. In the event Employee resigns from his/her Employment with Sonder, Employee shall have no right to any severance compensation or any other indemnity hereunder or otherwise; the only amounts to which Employee shall have a right shall be the compensation earned and all benefits and reimbursements accrued up to and including the Cessation Date as described in sub-section 5.4.1.

5.3.1. Notwithstanding the foregoing, in the event Employee resigns from his/her employment with Sonder and Sonder accepts Employee's resignation and decides to terminate this Agreement prior to the expiry of the aforementioned fourteen (14) day period, Employee shall be entitled to receive the salary that was to be paid to Employee for the remainder of the fourteen (14) day period, the whole in addition to the compensation earned and all benefits and reimbursements accrued up to and including the Cessation Date as described in sub-section 5.4.1.

5.4 Effect of Termination:

5.4.1 Upon termination of this Agreement, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements accrued up to and including the Cessation Date.

5.4.2 Subsequent to the Cessation Date:

5.4.2.1 all benefits shall terminate in accordance with the terms of the applicable benefit plans; and

5.4.2.2 the provisions of articles 4, 6 and 7 shall be continuing, absolute and unconditional and shall remain in full force and effect.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Employee hereby agrees to assign, and does hereby irrevocably transfer and assign, to Sonder any and all of his/her beneficial right, title and interest in and to the patents, trademarks, trade or brand names, business names, copyrights and other elements of intellectual property (the "**Intellectual Property**") of any kind developed or created by Employee (whether alone or in conjunction with any other Person) in connection with the Sonder Business, in connection with his/her employment with Sonder, or through the use of any Sonder equipment supplies, facilities, or trade secrets. Employee further waives any and all moral rights that he/she has in said Intellectual Property in favour of Sonder. Employee hereby agrees to assist Sonder, its attorneys and agents, upon demand, in the preparation and pursuit anywhere in the world of any application for registration of patent or any other rights resulting from such intellectual property. Employee understands that Intellectual Property will not include, and the provisions of this Agreement requiring the assignment of inventions to Sonder do not apply to, any invention that qualifies fully for exclusion under the provisions of Section 2870 of the California Labor Code, which are attached hereto as Exhibit B.

6.2 Employee shall, immediately and completely, during the Term and thereafter, reveal and surrender to Sonder, free of any charge, any and all rights, title and interest in and to said Intellectual Property.

7. STATEMENT OF NON-OBLIGATION; INDEMNIFICATION

7.1 Statement of Non-Obligation: Employee hereby represents and warrants that Employee is not a party to any agreement or under any other obligation to any Person, including any former employer, and that Employee does not have any other interest, which is inconsistent or in conflict with, or which would prevent, limit or impair the performance of any of Employee's duties and obligations under this Agreement which Employee has not disclosed in writing to Sonder.

7.2 Indemnification: Employee agrees to indemnify Sonder, as well as its directors, officers, shareholders and employees from and against any and all claims, judgments, fines, actions, suits, demands, charges, costs and expenses including but not limited to reasonable attorneys' fees and expenses relating to, arising from, or in connection with:

7.2.1 any actions by Employee outside the scope of Employee's duties hereunder;

7.2.2 any actions by Employee resulting in the claimed misappropriation or infringement of any Person's intellectual property;

7.2.3 any act or omission of Employee that constitutes negligence or willful misconduct and that impedes the effective or negates the effective transfer and assignment to, or the waiver of moral rights in favour of, Sonder with respect to any assigned Intellectual Property; or

7.2.4 any breach by Employee of any oral or written agreement between Employee and any Person or any other duty owed by Employee to any Person.

8. MISCELLANEOUS

8.1 Withholdings: Notwithstanding anything to the contrary contained herein, all payments required to be made by Sonder hereunder to Employee will be subject to applicable withholdings and payroll taxes and other deductions required by law.

8.2 Independent Legal Advice; Satisfaction with Terms: Employee hereby acknowledges that Employee has had the opportunity to obtain independent legal advice with respect to entering into this Agreement, that Employee has obtained such independent legal advice or has expressly waived such advice, and that Employee is entering into this Agreement with full knowledge of the contents hereof, of Employee's own free will and with full capacity and authority to do so. Employee acknowledges having read and understood the provisions hereof and is satisfied that they are necessary and reasonable.

8.3 Assignment: This Agreement is personal to Employee and shall not be assignable thereby. Sonder may assign this Agreement without Employee's consent.

8.4 Entire Agreement: This Agreement contains the entire agreement and understanding between the parties hereto and supersedes all prior agreements and undertakings, whether oral or written, relative to the subject matter hereto.

8.5 Severability: Subject to the terms hereof, the articles, sections and sub-sections hereof are and shall be deemed to be severable the one from the other. If any one or more of the articles, sections or sub-sections hereof shall be deemed or judged invalid, illegal or unenforceable, the remaining articles, sections and sub-sections shall not in any way be affected or impaired thereby.

8.6 Headings: The use of headings are for reference purposes only and is not intended in any way to describe, interpret, define or limit the extent or intent of any article, section or sub-section.

8.7 Waiver: No waiver of any term, provision or condition of this Agreement, whether express or implied, and whether by conduct or otherwise, in any one or more instances, shall be

valid unless the same shall be in writing and any such valid written waiver shall not be construed as a further or continuing waiver beyond its express terms.

8.8 Amendment: No modification or amendments to this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

8.9 Counterparts: This Agreement may be executed in counterparts at different times and in different places without the parties hereto being in each other's presence. All executed copies of this Agreement constitute originals of one and the same Agreement.

8.10 Governing Law: This Agreement shall be governed by the laws of California, applicable therein without regard to principles of conflict of law that would result in the application of the law of any other jurisdiction.

8.11 Language: The parties hereto have requested that this Agreement and all court proceedings thereto related be drafted in English. Les parties aux présentes ont exigé à ce que ce contrat et toutes procédures judiciaires afférentes soient redigés en Anglais.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SONDER USA Inc.

/s/ Martin Picard

Per: Martin Picard,
VP Finance

/s/ Phil Rothenberg

Per: Phil Rothenberg

Exhibit A

DEFEND TRADE SECRETS ACT, 18 U.S. CODE § 1833 NOTICE:

18 U.S. Code Section 1833 provides as follows:

> **Immunity From Liability For Confidential Disclosure Of A Trade Secret To The Government Or In A Court Filing.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made, (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
>
> **Use of Trade Secret Information in Anti-Retaliation Lawsuit.** An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

Exhibit B

CALIFORNIA LABOR CODE 2870 NOTICE:

California Labor Code Section 2870 provides as follows:

> Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer. To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under California Labor Code Section 2870(a), the provision is against the public policy of this state and is unenforceable.

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL.

[***] INDICATES THAT INFORMATION HAS BEEN REDACTED

June 3, 2020

CONFIDENTIAL

Ritesh Patel

Via email: [***]

Dear Ritesh:

I am very pleased to extend to you this offer (the "**Agreement**") to join Sonder USA Inc. (the "**Company**") as Corporate Controller at San Francisco with a start date of June 29, 2020. This position is exempt.

I am confident that your skills and background will contribute to the future success and growth of our business and we all look forward to working with you!

Accordingly, the Company is pleased to confirm your offer of employment on the following terms:

1. **POSITION AND DUTIES.** You will serve in the full-time position of Corporate Controller reporting to Sanjay Banker, Chief Financial Officer. While you are employed by the Company, you agree that you will not engage in, or assist any person or entity in soliciting to hire any employees or consultants of the Company.

2. **BASE SALARY.** The Company will pay you a base salary at the rate of **$275,000.00** per year (the "**Base Salary**"), payable bi-weekly in accordance with the Company's standard payroll policies and schedule.

3. **SIGN ON BONUS.** The Signing Bonus of **$50,000.00** will be paid to you on your start date or as soon as administratively possible following your start date but no later than the first paycheck. If you voluntarily terminate employment with Sonder within twelve months of your start date, you will be obligated to repay Sonder the full amount of the sign-on bonus.

4. **EQUITY-BASED COMPENSATION.** Subject to the approval of the Company's Board of Directors, and subject to the terms of the Sonder Holdings Inc. Stock Option Plan ("**Stock Plan**") and the option agreements thereunder which you must timely execute as a condition of the grant, you will be granted an option to purchase **70,000** shares of the Company's Common Stock ("**Option**") as soon as reasonably practicable following your start date. The exercise price per share of the Options will be the fair market value of the Company's Common Stock as determined by the Company's Board on the dates the Options are granted. Subject to you continuing to provide services to the Company, the Option will vest over a four-year period from the date of grant (vesting 25% after a 1 year cliff and then in

equal monthly installments over the following thirty-six (36) months assuming you remain employed with the Company).

5. **DISCRETIONARY TIME OFF.** You may take paid time off from work (for vacation, wellness, to care for another, etc.) at your reasonable discretion, provided that you coordinate such time off with, and obtain approval, from your direct manager in advance. Discretionary time off is paid based on your regular base pay. You must ensure that you manage your time off in a manner that prioritizes work responsibilities while balancing personal needs and/or commitments. You are expected to meet deadlines, customer needs, and all job performance requirements, as well as coordinate coverage for your responsibilities during any period of absence. If extended time off in excess of five (5) consecutive business days is needed for a reason other than vacation, you must contact your direct manager. In that situation, appropriate Company management will need to approve the absence and determine whether (and to what extent) the absence will be paid or qualify as a leave of absence under the law or our policies. You will not receive any payment at termination for discretionary time off. The Company will interpret and apply its time off benefits to comply with all national, state, and local laws.

6. **BENEFITS.** The Company offers a comprehensive benefits package. You are eligible to participate in all such plans from the start date of your employment. Any benefits provided by the Company shall be provided subject to and consistent with the terms and conditions, including eligibility requirements, of such employee benefit plans. The Company reserves the right to revise, modify and eliminate benefits at its sole and absolute discretion at any time.

7. **BUSINESS EXPENSES.** In accordance with the Company's generally applicable policies, you will be reimbursed for all reasonable travel and business expenses incurred by you in connection with your employment duties.

8. **EMPLOYMENT RELATIONSHIP.** Your employment with the Company is for no specific period of time and is "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this Agreement. The at-will nature of your employment does not change due to the fact that you may be leaving your current employer to join the Company or that you may be foregoing another opportunity with a different company to join the Company. This is the full and complete agreement between you and the Company on this term.

9. **PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT.** Your acceptance of this offer and employment with the Company are expressly contingent upon your execution of and compliance with the Company's Proprietary Information and Invention Assignment Agreement ("**PIIA**").

10. **WITHHOLDING TAXES.** All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You shall be solely liable and responsible for the payment of any taxes imposed on you as a result of this Agreement or due to any payments or benefits provided to you by the Company.

11. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, you hereby agree to pay and be responsible for (and indemnify the Company against) any and all of your income tax liabilities associated with the compensation paid to you hereunder and with exercise of any Options granted to you herein, other than with respect to the employer portion of payroll taxes associated with such compensation.

12. **ENTIRE AGREEMENT.** The terms of this Agreement and its attachments supersede and replace any prior agreements, representations or understandings, whether written, oral or implied.

13. **AMENDMENT OR WAIVER.** This Agreement cannot be changed, modified or amended without the consent in writing of both you and the General Counsel of the Company. No waiver by either you or the Company at any time of any breach by the other party of any condition or provision of this Agreement shall be deemed a waiver of a similar or dissimilar condition or provision at the same or at any prior or subsequent time. Any waiver must be in writing and signed by you and the General Counsel.

14. **SEVERABILITY.** In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law. If any particular provision is prohibited by law in a particular jurisdiction, then you and the Company agree that such particular provision shall not be enforceable in that jurisdiction only.

15. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without reference to principles of conflict of laws.

We hope that you will find this offer acceptable. You may indicate your acceptance of this offer by signing and dating this Agreement and returning it to me by no later than June 8, 2020.

This offer is contingent upon (i) satisfaction of our standard background and reference check, (ii) your ability to provide, within three days of your start date, satisfactory proof of identity and legal authorization to work in the United States, together with your completion of an Employment Eligibility Verification Form I-9; (iii) signed acceptance of an Arbitration Agreement and a PIIA.

By signing and accepting this offer, you represent and warrant that you are not subject to any pre- existing contractual or other legal obligation with any person, company or business enterprise which may be an impediment to your employment with, or your providing services to, the Company, as its employee. If you accept employment, you may not either bring onto Company premises or use in any manner any confidential or proprietary information developed, used or disclosed to you while you were employed by another company or entity.

Let me close by reaffirming our belief that the skills and background you bring to Sonder USA Inc. will be instrumental to the future success of the Company. I have always believed that the single most important factor in success is people. We look forward to welcoming you as a new member of our team.

Very truly yours,
SONDER USA INC.

/s/ Philip Rothenberg
By: Philip Rothenberg
General Counsel
Dated: June 3, 2020

I have read and agree to the above terms of at-will temporary employment and agree to the terms of the Mutual Arbitration Agreement and the PIIA:

/s/ Ritesh Patel
Ritesh Patel
Dated: June 3, 2020

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL. [***] INDICATES THAT INFORMATION HAS BEEN REDACTED

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("**Agreement**") is made in the Province of Quebec on 2/4/2020 and is effective as of February 10, 2020 (the "**Effective Date**")

BY AND AMONG:

HOSPITALITÉ SONDER CANADA INC., a corporation duly constituted under the laws of the Province of Quebec, having its principal place of business at 15 Marie-Anne O, Suite 201, Montreal, QC H2W1B6, herein acting and represented by Philip Rothenberg, duly authorized as he so declares;

(the **"Corporation"** or the **"Employer"**)

SONDER USA INC., a corporation organized under the laws of the State of Delaware, USA, having its principal place of business at 101 15th Street, San Francisco, CA 94103 USA, herein acting and represented by Philip Rothenberg, duly authorized as he so declares;

("Sonder USA")

AND:

MARTIN PICARD;

(the **"Employee"**)

(Employer, Sonder USA and the Employee are each referred to herein individually as a "**Party**" and collectively, as the "**Parties**")

WHEREAS the Corporation and Sonder USA are entities within the affiliated group of companies directly and indirectly wholly-owned by Sonder Holdings Inc. (each such affiliated company, including Sonder Holdings Inc., an "**Affiliated Entity**" and together, "**Sonder**");

WHEREAS Sonder operates a business that provides services related to the leasing, sub-leasing, management, and franchising of management of apartments, flats, buildings and

similar properties throughout the world, including but not limited to short term rentals, student housing, and hotel services (the "**Business**");

WHEREAS the Employee has been continuously employed by Sonder since June 22, 2015 pursuant to an employment agreement with Flatbook Corp., which name was subsequently changed to Sonder Canada Inc. (as amended from time to time, the "**Prior Employment Agreement**");

WHEREAS since July 1, 2017 Employee's employment with Sonder has been through Sonder USA Inc. in Sonder's San Francisco headquarters;

WHEREAS the Parties have agreed that effective on the Effective Date, Employee shall transfer his employment within Sonder from Sonder USA to the Corporation;

WHEREAS the Corporation desires to employ the Employee and to ensure the continued availability to the Corporation of the Employee's services, and the Employee is willing to accept such employment and render such services (the "**Employment**"), all upon and subject to the terms and conditions contained in this Agreement; and

WHEREAS subject to the full execution of this Agreement, on the Effective Date, Employee's employment within the Sonder group shall transfer from Sonder USA to the Corporation and Employee shall cease to be considered an employee of Sonder USA as of such date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the Corporation and the Employee agree as follows:

1. **TERM OF EMPLOYMENT**

1.1 Commencement Date and Term. The Employee shall continue to be employed by Sonder through the Corporation. The Corporation hereby agrees to employ the Employee, and the Employee hereby accepts such employment, on the terms and conditions set forth in this Agreement. The Employee's employment with the Corporation shall commence employment on February 10, 2020 for an indefinite period of time (the "**Term**"), subject to the provisions related to termination of employment set out below.

2. **DUTIES**

2.1 General Duties. The Employee shall continue to serve as VP of Finance and Global Head of Real Estate & Co-Founder for the Corporation on the terms and conditions hereinafter set out. The Employee shall report directly to the CEO of Sonder. The

Employee shall use their best efforts to perform their duties and discharge their responsibilities pursuant to this Agreement competently, carefully and faithfully. The Employee acknowledges that, in occasional situations and acting in good faith, the Employee may be asked to fulfill duties inconsistent with their position.

2.2 Devotion of Time. During the Employment, the Employee shall devote all of the Employee's time, attention, and energies during scheduled business hours to the business of the Corporation. The Employee shall serve the Corporation faithfully, honestly, diligently and to the best of the Employee's ability. The Employee shall be employed in a full-time capacity and devote their full working time and attention to the Employee's duties and responsibilities hereunder. The Employee shall use the Employee's best efforts to promote the interests of the Corporation.

2.3 No Restrictions. The Employee hereby represents, warrants and agrees that: (i) the Employee has the full right to enter into this Agreement and perform the services required of the Employee hereunder, without any restriction whatsoever; (ii) in the course of performing services hereunder, the Employee will not violate the terms or conditions of any agreement between the Employee and any third party, such as a non-competition agreement, or infringe or wrongfully appropriate any patents, copyrights, trade secrets or other intellectual property rights of any person or entity anywhere in the world; and (iii) the Employee is currently not and does not intend on breaching any agreement, duty, or other obligation with or to another individual, company, or person external to the Corporation. Such breaches include but are not limited to: any agreement, duty, or obligation not to compete with any entity, or to keep confidential the confidential information of any entity, and there exists no agreement, duty, or other obligation binding the Employee that conflicts with the Employee's obligations under this Agreement.

2.4 Observance of Corporation Regulations. As a condition of employment, the Employee agrees that he will comply with all of the Employer's policies, rules and procedures in effect, as adopted or modified from time to time. If any provision of this Agreement is inconsistent or conflicting with any provision of the regulations or rules of the Corporation, the provision of this Agreement shall have priority over the provision of the regulations or the rules.

3. COMPENSATION, BENEFITS AND EXPENSES

3.1 Salary. For the services of the Employee to be rendered under this Agreement, the Corporation shall pay the yearly salary of $400,000 CAD (the "**Base Salary**") during the Term, payable in bi-monthly or other installments at the Corporation's discretion, subject to payroll and withholding deductions as may be required by law, according to the policies of the Corporation as they may be amended from time to time. The Base

Salary is inclusive of compensation for travel time, overtime and any other excess hours.

3.2 Annual Review. The Base Salary is subject to annual review and increases are at the sole discretion of the Corporation, taking into account, among other things, individual performance, general business conditions, market conditions and the policies of the Corporation.

3.3 Bonus. The Corporation may pay to the Employee a discretionary bonus based on performance criteria determined, from time to time, by the Corporation.

3.4 Discretionary time off. Employee may take time off from work (for vacation, wellness, to care for another, etc.) at their reasonable discretion, provided that they coordinate such time off with, and obtain approval, from their direct manager in advance. During such time off, Employee will receive their regular base pay. Employee must ensure that they manage their time off in a manner that prioritizes work responsibilities while balancing personal needs and/or commitments. Employee is expected to meet deadlines, customer needs, and all job performance requirements, as well as coordinate coverage for their responsibilities during any period of absence. If extended time off in excess of five (5) consecutive business days is needed for a reason other than vacation, Employee will need to contact their direct manager. In that situation, appropriate Sonder management will need to approve the absence and determine whether (and to what extent) the absence will be paid or qualify as a leave of absence under the law or Sonder's policies. Sonder encourages a minimum of two (2) weeks vacation be taken per year (or three (3) weeks for employees with three (3) years and over of uninterrupted service), however the Employee will not be paid for unused discretionary time off at termination. The Employee is not entitled to accrue any vacation time and the Company will not compensate unused leave. Sonder intends for its time off benefits, and will interpret and apply its time off benefits, to comply with all national, state, and local laws.

3.5 Statutory Holidays. The Employee shall be entitled to the statutory holidays available in the Province of Quebec. In accordance with the Province of Quebec, the eight (8) statutory holidays recognized by the Corporation are New Year's Day (January 1), Good Friday and/or Easter Monday, Victoria Day (the Monday preceding May 25), Jean Baptiste Day (June 24), Canada Day (July 1), Labour Day (the first Monday in September), Thanksgiving Day (the second Monday in October) and Christmas Day (December 25).

3.6 Employee Benefit Programs. The Employee is entitled to participate in any pension, retirement savings plan, insurance or other executive employee benefit plan that is maintained by the Corporation for its employees, including programs of life, disability

and medical insurance and reimbursement of membership fees in professional organizations. It is understood that all decisions about eligibility for benefits rest with the insurer, not with the Corporation, and that the Corporation cannot and does not guarantee that Employee will be eligible for these benefits.

3.7 Sick Days and Family Obligations. The Employee will be entitled to paid leave for illness or family obligations, in accordance with the Corporation's policy which may be amended from time to time.

3.8 Company Finances and Expenses. The Employee shall not be responsible for any reasonable work-related pre-approved expenses incurred by themselves. If the Employee desires to be reimbursed, the Employee must have a receipt for any and all pre-approved expenses. The Employee will be reimbursed these pre-approved expenses within one (1) month of presenting the Finance Department with a receipt of purchase.

4. TERMINATION

4.1 Termination by the Employer without Serious Reason: The Employer may terminate this Agreement and the Employee's employment at any time without serious reason by giving the Employee a notice of termination or indemnity in lieu of notice, in whole or in part, in accordance with applicable legislation. The Employer may, at its option, pay such indemnity to the Employee as a salary continuance, in whole or in part. The Employee undertakes to sign, for the benefit of the Employer, a release satisfactory to the Employer for any matter related to the Employee's employment or termination thereof.

4.2 Termination by the Employer for Serious Reason: The Employer may terminate this Agreement and the Employee's employment for serious reason at any time, without notice or indemnity in lieu of notice. In such case, the Employee shall be paid any amount still owing to him by the Employer upon termination, as salary for work already performed but unpaid, or as vacation accrued but unused. The Employee shall not be entitled to any other payment, except as expressly provided in the applicable legislation. "Serious reason" includes, without limitation:

a) any dishonest act such as theft, fraud, embezzlement or misappropriation of funds in connection with the Employer or its directors, shareholders, clients, suppliers, sub-contractors, consultants or employees or any attempt to commit such a dishonest act;

b) any breach of the Employee's duty of loyalty, any conflict of interest or behaviour that adversely affects the legitimate interests of the Employer;

c) non-compliance with the requirements or legitimate expectations of the Employer, including as a result of voluntary or involuntary underperformance or incompetence;

d) a breach of the obligations under this Agreement;

e) the refusal to follow the reasonable guidelines or instructions of the Employer;

f) a material breach of any policy, rule or procedure of the Employer;

g) any other serious reason within the meaning of Article 2094 of the *Civil Code of Québec*, CQLR c CCQ-1991.

4.3 Termination by the Employee (resignation): The Employee may terminate their employment upon providing the Corporation with two (2) weeks' notice in writing, in which case the Corporation will provide the Employee with any outstanding Base Salary calculated to and as of the last day of the Employee's employment. After working at the Corporation for a period of one (1) year or longer, the Employee must provide the Corporation with a one (1) month notice of employment termination in writing, subject to be decreased by the General Counsel in their sole discretion. The Employee agrees to fulfill any and all requests of the Corporation in the period following their notice of termination, which may include training the Employee's replacement. The Employer shall have no further liability to the Employee.

4.4 Incapacity. If the Employee becomes physically or mentally incapacitated so as to be prevented from properly and continuously performing in full Employee's duties to the Corporation for more than thirty (30) days (consecutive or not) within any consecutive five (5) month period (excluding vacation time and absences due to illness that do not prevent the Employee from performing their duties) ("**Disability Period**") and the Employee is unable to return to work after such a Disability Period, the Corporation may, in its sole discretion, elect to terminate the Employee's employment at any time during the continuance of such incapacity by giving to the Employee written notice of termination or severance pay in lieu thereof and, if the Corporation gives such notice of termination or severance pay in lieu thereof, the Employee's employment with the Corporation shall terminate on the date set forth in such notice, without recourse by either party against the other with respect to such termination.

4.5 Death. In the event of death of the Employee, this Agreement shall terminate immediately as of the date of death, and all salary and other benefits earned but not as yet paid, shall be paid to the Employee's estate within thirty (30) days of the date of death. There shall be no termination pay of any kind payable by the Corporation to the estate.

4.6 Obligations upon Termination. Upon termination of employment, the Corporation will make such payments as may be applicable pursuant to Section 5 below. In addition, the Employee will return to the Corporation within five (5) days of the termination of employment all of the Corporation's equipment, supplies and written or other materials containing or embodying Confidential Information (as defined in Section 7 below) or work product generated by the Employee in connection with their employment pursuant to this Agreement.

4.7 Survival. Notwithstanding any termination of employment, the provisions of Sections 4.5, 4.6, 6, 7, 8, 9 and 10 shall remain in full force and effect.

5. COMPANY PROPERTY

5.1 Use of Property. From time to time, the Corporation may allow the Employee to rent, borrow, take home, or use company property. Such company property may include but is not limited to: laptops, computers, computer chargers, any and all keys, motor bikes, and any and all other equipment, material, supplies or items of which the Corporation is the owner.

5.2 Terms of Property Use.

5.2.1 The Employee agrees to treat all company property with respect and care, that all property is owned by the Corporation unless ownership is transferred in writing, and that the Employee must immediately return all company property whenever asked by the Corporation.

Following termination of their employment, regardless of the reason, the Employee undertakes to immediately return to the Employer any and all property, documents and information belonging to the Employer that the Employee has in their possession, including:

- the computer, cell phone, keys, access cards, credit cards as well as identification and access codes provided to the Employee for the performance of their duties;
- all files, manuals, guides, reports, lists of clients or suppliers, or other documents and information related to the Employer's activities, regardless of the format thereof (paper or electronic).

5.2.2 The Employee is not to use, take, remove, or borrow company property without permission from a supervisor. The Employee agrees that the loss, damage, or modification of any and all company property in any and all ways will be deducted from the Employee's Base Salary, and the Employee

may be subject to further fines, penalties, or employment sanctions from the Corporation.

6. **NON-SOLICITATION**

6.1 Solicitation of Customers. During the Term and for a period of twelve (12) months following the date of termination of employment with the Corporation (the "**Restricted Period**"), the Employee, directly or indirectly, including through any firm, corporation, partnership, association or other entity (any of the foregoing defined as an "**Affiliated Entity**") shall not (i) seek Business (as defined in the recitals to this Agreement) from any Customer (as defined below) on behalf of any enterprise or business other than the Corporation, (ii) refer Business from any Customer to any enterprise or business other than the Corporation or (iii) receive commissions based on sales or otherwise relating to the Business from any Customer, or any enterprise or business other than the Corporation.

For purposes of this Agreement, the term "**Customer**" means any person, firm, corporation, partnership, association or other entity to which the Corporation, to the knowledge of the Employee, sold or provided products or services during the six (6) month period prior to the time at which any determination is required to be made as to whether any such person, firm, corporation, partnership, association or other entity is a Customer.

6.2 Solicitation of Employees or Consultants. During the Restricted Period, the Employee shall not, directly or indirectly, including through any Affiliated Entity, solicit, hire or contact (i) any employee (full time or part-time) of the Corporation for the purpose of hiring them or causing them to terminate their employment with the Corporation or any Affiliated Entity or (ii) any consultant of the Corporation or any Affiliated Entity for the purpose of causing them to terminate their engagement for services relationship with the Corporation. Notwithstanding the foregoing, general advertising performed by Employee during the Restricted Period which is not specifically directed at employees or consultants of the Corporation or any Affiliated Entity shall not be deemed a violation of this Section.

6.3 No Payment. The Employee acknowledges and agrees that no separate or additional payment will be required to be made to Employee in consideration of Employee's undertakings in this Section.

6.4 Reasonable Scope. The Employee expressly agrees that the character, duration and geographical scope of the provisions set forth in this Section are reasonable in light of the circumstances as they exist on the date hereof. Should a decision, however, be made at a later date by a court of competent jurisdiction that the character, duration or

geographical scope of such provisions is unreasonable, then it is the intention and the agreement of the Employee and the Corporation that this Agreement shall be construed by the court in such a manner as to impose only those restrictions on the Employee's conduct that are reasonable in the light of the circumstances and as are necessary to assure to the Corporation the benefits of this Agreement.

7. CONFIDENTIAL INFORMATION

7.1 Personal Information. "**Personal information**" means any information provided by the Corporation or otherwise obtained by the Employee which (i) identifies or may be used to identify, contact or locate a person to whom the information belongs or (ii) from which the identity or contact details of a person may be inferred. Personal Information includes, without limitation, the name, address, telephone number, fax number, email address, social insurance number or credit card information of a person. The Employee shall not access nor collect any Personal Information except to the extent that it is necessary for the performance of their employment obligations or to comply with a legal requirement related to their employment. If the functions and duties of the Employee require the direct collection of Personal Information about individuals, the Employee shall perform such collection in accordance with applicable law and the Corporation's privacy policies.

7.2 Confidential Information. "**Confidential Information**" means any confidential information of the Corporation or of third parties dealing with the Corporation (including, without limitation, Customers), and includes the Inventions (as defined in Section 8 below), trade secrets, processes, policies, procedures, techniques including designs, drawings, know-how, show-how, technical information, specifications, computer software and source code, information and data relating to the development, research, testing, costs, marketing and uses of the products or services of the Corporation, the Corporation's budgets and strategic plans, and the identity and special needs of Customers, databases, data, all technology relating to the Corporation's businesses, systems, methods of operation, client or Customer lists, solicitation leads, marketing and advertising materials, methods and manuals and forms, all of which pertain to the activities or operations of the Corporation, Personal Information of the Corporation's suppliers, Customers, former Customers, employees, consultants or former employees or consultants. For purposes of this Agreement, the following will not constitute Confidential Information: (i) information which is available to the public through no act of the Employee, (ii) information set forth in the written records of the Employee prior to disclosure to the Employee by or on behalf of the Corporation, and (iii) information which is lawfully obtained by the Employee in writing from a third party who did not acquire such confidential information or trade secret, directly or indirectly, from the Employee or the Corporation.

7.3 Confidentiality. During the Term and at any time thereafter, the Confidential Information shall be held by the Employee in the strictest confidence and shall not, without the prior written consent of the Corporation, except as otherwise required by Section 8.4 below, be disclosed for whatever reason or purpose to any person or entity other than in connection with the Employee's employment by the Corporation. The Employee shall exercise all due and diligent precautions to protect the integrity and confidentiality of the Confidential Information and to keep it confidential whether it is in written form, on electronic media or oral. The Employee shall not copy any Confidential Information except to the extent necessary to Employee's employment nor remove any Confidential Information or copies thereof (in whatever form) from the Corporation's premises except to the extent necessary to Employee's employment and then only with the authorization of the Corporation. All records, files, materials and other Confidential Information obtained or prepared by the Employee in the course of Employee's employment with the Corpoation are confidential and proprietary and shall remain the exclusive property of the Corporation. The Employee shall not use, sell, circulate or distribute any Confidential Information in any manner that is not directly and primarily in the best interest of the Corporation, unless expressly authorized to do so in writing. The Employee agrees that he shall not acquire any right, title or interest in or to the Confidential Information. The within understanding shall survive the termination or cancellation of this Agreement, even if occasioned by the Corporation's breach or wrongful termination. Each of the Employee and the Corporation agree to keep the financial terms of this Agreement confidential, except to the extent as may be required for compliance with applicable regulatory and securities rules, tax legislation, regulations and laws, as well as by any court of competent jurisdiction.

7.4 Disclosure. In the event the Employee is required by law or by the applicable regulations or policies of any regulatory agency of competent jurisdiction to disclose any Confidential Information, the Employee shall, before any such disclosure is made, give the Corporation prompt written notice of the compelled disclosure and shall cooperate with the Corporation in seeking a protective order or any other protections available to limit the disclosure of the Confidential Information.

8. INTELLECTUAL PROPERTY

8.1 Definition of Inventions. For the purposes of this Agreement, "**Inventions**" means any composition, work of authorship, software and computer program (including, without limitation, all source and object codes, algorithms, architectures, structures, display screens, lay-out and development tools), database, screen shots, avatars, characters, scenarios, story lines, technology, product, device, technique, discoveries, method, process, procedure, design, plans, drawings, writings, brochures, website content, sales and advertising literature and other marketing materials, mask work or patents, inventions, copyrightable material and other intellectual property and any

improvements thereon or derivative works or applications thereof and know-how related thereto, whether or not patentable or copyrightable and whether or not reduced to practice, that is (a) within the scope of the Corporation's business, research or investigations or results from or is suggested by any work performed by the Employee for the Corporation and (b) created, conceived, reduced to practice, developed, discovered, invented or made by the Employee during the Term, whether solely or jointly with others.

8.2 Assignment of Inventions. The Employee hereby acknowledges and agrees that all Inventions and other intellectual property of the Corporation shall be the sole and exclusive property of the Corporation. All Inventions shall be promptly disclosed to the Corporation. The Employee hereby assigns and agrees to assign to the Corporation all of the Employee's rights, title and interest in and to the Inventions and the intellectual property rights therein. The Employee hereby waives and agrees to waive in favor of the Corporation, any successor of the Corporation and any purchaser(s) of the business of the Corporation, any and all moral rights that he now has or in the future may have in Inventions in each jurisdiction throughout the world, including the moral right under the *Copyright Act* of Canada, to the fullest extent that such rights may be waived in each respective jurisdiction.

8.3 Cooperation. Whenever requested to do so by the Corporation, the Employee shall execute any and all instruments and do such acts that the Corporation shall request to protect the Corporation's interest in the Inventions. These obligations shall continue beyond the termination of employment, and shall be binding upon the Employee's assigns, executors, administrators and other legal representatives.

9. RECOURSE

9.1 The Employee agrees that the Corporation, in addition to being entitled to the monetary damages that flow from a breach of Section 5, 6, 7, 8, or any other Section of this Agreement, will be entitled to injunctive relief in a court of appropriate jurisdiction in the event of any breach by the Employee of any such Section.

10. GENERAL

10.1 Assignment. This agreement and the rights and obligations contemplated hereunder may not be assigned by the Employee. The Corporation shall be entitled to assign this agreement and its rights and obligations contemplated hereunder to any person in the event of a transfer of all or substantially all of its assets, business combination, merger or amalgamation or to an affiliate in connection with a reorganization of the Corporation.

10.2 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such jurisdiction. The remaining provisions of this Agreement shall remain valid and binding and of like effect as though such provision was not included.

10.3 Solicitor Consultation. The Employee confirms that it has been recommended to the Employee that the Employee consult a solicitor and obtain independent legal advice prior to the execution of this Agreement. The Employee confirms that he or she has signed this Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

10.4 No Waivers. The failure by either party at any time or times to require performance of any provisions hereof shall in no way affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise or in respect of any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

10.5 Notices and Addresses. All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by receipted delivery, by facsimile delivery, electronic mail or, if mailed, postage prepaid, by certified mail, return receipt requested, to the addresses set forth under the parties names on the signature page below, or to such other address as either of them, by notice to the other may designate from time to time. The transmission confirmation receipt from the sender's facsimile machine or electronic mail system shall be evidence of successful facsimile or electronic mail delivery, as the case may be.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument executed by both parties hereto, or in the case of a waiver, by the party waiving compliance.

10.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

10.8 Section and Paragraph Headings. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

10.9 Confidentiality of Agreement. The Employee undertakes to refrain from revealing or disclosing, in any manner whatsoever (including orally, in writing or on the Internet or social networks), all or part of the contents of this Agreement to any person whomsoever, including any current or former employee of the Employer. The Employee may, however, disclose the contents of this Agreement under the circumstances prescribed by law, as well as to the Employee's legal counsel, financial advisors or members of his immediate family, provided that they preserve the confidentiality thereof.

10.10 Duty of Discretion. The Employee shall refrain from publicly making or disseminating in any manner whatsoever (including orally, in writing, or on the Internet or social networks) any denigrating or negative comment about the Employer, its employees, directors, officers, agents or mandataries or about a subsidiary or affiliate of the Employer and their employees, directors, officers, agents and mandataries, regardless of the veracity of such comment

10.11 Governing Law. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed or interpreted according to the laws of the Province of Québec and the federal laws of Canada applicable therein without regard to choice of law considerations.

10.12 Jurisdiction. The courts of the Province of Québec will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Province of Québec.

10.13 Additional Documents. The parties hereto shall execute such additional instruments as may be reasonably required by their counsel in order to carry out the purpose and intent of this Agreement and to fulfill the obligations of the parties hereunder.

10.14 Language. The parties hereto acknowledge that they have requested and are satisfied that this Agreement and all related documents be drawn up in the English language. *Les parties aux présentes reconnaissent avoir requis que la présente entente et les documents qui y sont relatifs soient rédigés en anglais.*

[*Signature Page Follows***]**

IN WITNESS WHEREOF, the Corporation and the Employee have executed this Agreement as of the date and year first above written.

HOSPITALITÉ SONDER CANADA INC. SONDER USA INC.

Per:

/s/ Philip Rothenberg	/s/ Martin Picard
Philip Rothenberg	Martin Picard
Director	
Address:	Address:

SONDER

Attn: Office of the General Counsel	[***]
101 15th Street	[***]
San Francisco, CA 94103	[***]
Martin Picard Address:	

Sonder Holdings Inc.

Outside Director Compensation Policy

This Outside Director Compensation Policy (the "Policy") describes the cash compensation, grants of equity awards and other compensation or reimbursements (collectively, "Director Compensation") to be provided to nonemployee members of the Board of Directors of Sonder Holdings Inc. ("Sonder" or the "Company"). Nonemployee members of Sonder's Board of Directors (the "Board," and members of the Board, the "Directors") are referred to "Outside Directors" in the Policy.

1. **Cash Compensation**

a. Annual Cash Retainer. Each Outside Director will be paid a cash retainer of $35,000 per year.

b. Additional Annual Cash Retainers for Service as Non-Executive Chair, Committee Chair and Committee Member. Each Outside Director who serves as in the following roles will be paid the annual fees shown:

Independent Lead Director:	$15,000
Audit Committee Chair:	$20,000
Member of Audit Committee:	$10,000
Compensation Committee Chair:	$12,000
Member of Compensation Committee:	$6,000
Nominating and Governance Committee Chair:	$8,000
Member of Nominating and Governance Committee:	$4,000

An Outside Director who serves as the chair of a Board committee will receive only the additional annual fee for serving as the chair of the committee. Such committee chair will not receive the annual fee otherwise payable for serving as a (non-chair) member of such committee. An Outside Director who serves as the Independent Lead Director will receive the annual fee as an Outside Director and the additional annual fee as the Lead Independent Director, if any.

c. No Meeting Fees. No per meeting attendance fees will be paid for attending Board or Board committee meetings.

d. Payments. Each annual cash retainer under this Policy will be paid quarterly in arrears on a prorated basis to each Outside Director who has served in the relevant capacity for any portion of Sonder's immediately preceding fiscal quarter ("Fiscal Quarter"), and such payment will be made no later than 30 days following the end of that Fiscal Quarter.

An individual who has served as an Outside Director for only a portion of the relevant Fiscal Quarter will receive a prorated payment based on the number of days the individual served as an Outside Director during such Fiscal Quarter. Payment will be made only for periods after the Effective Date. Proration will apply for Fiscal Quarter that includes the Effective Date, with

proration based on the number of days from the Effective Date to the end of the Fiscal Quarter that includes the Effective Date.

2. Equity Compensation

Outside Directors will automatically be granted Awards under the Company's 2021 Equity Incentive Plan, as amended (the "Plan") in accordance with the following rules:

a. No Discretion. No person will have any discretion to select which Outside Directors will be granted any Awards under this Policy or to determine the number of Shares to be covered by such Awards, except as otherwise provided in this Policy.

b. Initial Awards.

Each individual who first becomes an Outside Director following the Effective Date will be granted an award of Restricted Stock Units (an "Initial Award") covering a number of Shares having a Value (as defined below) of $320,000, with any resulting fraction rounded down to the nearest whole Share. The Initial Award will be granted automatically on the first Trading Day that coincides with or follows the date on which the individual becomes an Outside Director (the "Initial Start Date"). However, an Outside Director will not be entitled to an Initial Award if the individual was or is an employee member of the Board who becomes an Outside Director due to termination of employment.

Each Initial Award will be scheduled to vest in equal installments annually over three years following the Vesting Commencement Date on the same day as the Vesting Commencement Date, in each case subject to the Outside Director continuing to be an Outside Director through the applicable vesting date.

c. Annual Award. On the first Trading Day immediately following each Annual Meeting of the Company's stockholders (an "Annual Meeting") that occurs after the Effective Date, each Outside Director automatically will be granted an award of Restricted Stock Units(an "Annual Award") covering a number of Shares having a Value of $160,000, subject to the following. The the first Annual Award granted to an individual who first becomes an Outside Director following the Effective Date will have a Value equal to the product of (A) $160,000 multiplied by (B) a fraction, (i) the numerator of which is the number of calendar months (not to exceed 12) during the period commencing with (and including) the calendar month in which the applicable Initial Start Date occurs and ending with (and including) the calendar month in which occurs the first Annual Meeting after the applicable initial Start Date, and (ii) the denominator of which is 12. Any fraction resulting from the Value calculation for any Annual Award will be rounded down to the nearest whole Share. Each Annual Award will be scheduled to vest [in full on the earlier of (i) the one-year anniversary of the grant date or (ii) the date of the next Annual Meeting following the grant date, in each case subject to the Outside Director continuing to be an Outside Director through the applicable vesting date.]

d. Additional Terms of Initial Awards and Annual Awards. The terms and conditions of each Initial Award and Annual Award will be as follows:

i. Each Initial Award and Annual Award will be granted under and subject to the terms and conditions of the Plan and the applicable form of Award Agreement approved by the Board or its Compensation Committee.

ii. For purposes of this Policy, the "Value" of an Award means the grant date fair value as determined in accordance with U.S. generally accepted accounting principles, or such other methodology that the Board or any committee of the Board designed by the Board with appropriate authority (the "Designated Committee"), as applicable, may determine prior to the grant of the applicable Award becoming effective. "Value" for purposes of any cash payment shall equal the amount of the payment.

iii. Changes to the Policy and Discretionary Awards. The Board or the Designated Committee, as applicable and in its discretion, may, on a prospective basis, change the terms of Initial Awards and Annual Awards to be granted in the future under this Policy, including, without limitation, the number of Shares subject thereto and type of Award. Outside Directors will be eligible to be selected to receive each type of Award (other than Incentive Stock Options) available under the Plan. In addition to the Awards to Outside Directors granted automatically under the Policy, Outside Directors also will be eligible to be selected to receive discretionary Awards (other than Incentive Stock Options) as provided in the Plan.

3. Other Compensation and Benefits

Outside Directors shall be eligible to receive other compensation and benefits, as may be determined by the Board or its Designated Committee, as applicable, from time to time. Such compensation or benefits may, in the discretion of the Board or its Designated Committee, may be in lieu of, or in addition to, the compensation and benefits provided by the Policy.

4. Change in Control

In the event of a Change in Control, each Outside Director who is serving as such immediately prior to the Change in Control automatically will fully vest in his or her then-outstanding but unvested Awards.

5. Annual Compensation Limit

The total compensation provided to an Outside Director during any Fiscal Year may not exceed $750,000 (determined based on the total Value of Awards, cash retainers and fees provided for such Fiscal Year (excluding reimbursements)). In the Fiscal Year containing an Outside Director's Initial Start Date, such limit will be increased to $1,000,000. Any Awards or other compensation provided to an individual (a) for services as an Employee, or for services as a Consultant other than as an Outside Director, or (b) prior to the Effective Date, will be excluded for purposes of applying the above limit.

6. Travel Expenses

Sonder will reimburse each Outside Director's reasonable, customary, and properly documented, out-of-pocket travel expenses to attend meetings of the Board and any of its committees, as applicable. Reimbursements also will be subject to Sonder's additional travel policies as they may exist from time to time.

7. Code Section 409A

In no event will cash compensation or expense reimbursement payments under this Policy be paid after the later of (a) the fifteenth (15th) day of the third (3rd) month following the end of the Company's taxable year in which the compensation is earned or expenses are incurred, as applicable, or (b) the fifteenth (15th) day of the third (3rd) month following the end of the calendar year in which the compensation is earned or expenses are incurred, as applicable, in compliance with the "short-term deferral" exception under Code Section 409A. It is the intent of this Policy that this Policy and all payments hereunder be exempt or excepted from or otherwise comply with the requirements of Code Section 409A so that none of the compensation to be provided hereunder will be subject to the additional tax imposed under Code Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or comply. In no event will the Company Group have any responsibility, liability or obligation to reimburse, indemnify, or hold harmless an Outside Director or any other person for any taxes imposed, or other costs incurred, as a result of Code Section 409A.

8. Stockholder Approval

The initial adoption of this Policy will be subject to approval by the Company's stockholders prior to the Effective Date. Unless otherwise required by applicable law, no further stockholder approval of the Policy will be required (including, but not limited to, any amendment or termination of the Policy).

9. Defined Terms

Unless otherwise defined herein, capitalized terms used in this Policy will have the meaning given such term in the Plan.

10. Taxes

Each Outside Director will be solely responsible for any tax obligations incurred by such Outside Director as a result of Director Compensation received by such individual.

11. Outside Directors Only

Any Director who also is an employee of the Company will not be eligible to receive compensation under this Policy. Any such employee-Director will not receive additional compensation (apart from normal employee compensation) for service on the Board.

12. Effective Date

Subject to Section 9 of this Policy, this Policy will be effective on the date of the consummation of the merger by and between the Company, Gores Metropoulos II, Inc., and certain other parties, pursuant to that certain Agreement and Plan of Merger dated April 29, 2021 (such date, the "Effective Date").

* * *

SONDER HOLDINGS INC.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "***Agreement***") is dated as of [*insert date*], and is between Sonder Holdings Inc., a Delaware corporation (the "***Company***"), and [*insert name of indemnitee*] ("***Indemnitee***").

RECITALS

A. Indemnitee's service to the Company substantially benefits the Company.

B. Individuals are reluctant to serve as directors or officers of corporations or in certain other capacities unless they are provided with adequate protection through insurance or indemnification against the risks of claims and actions against them arising out of such service.

C. Indemnitee does not regard the protection currently provided by applicable law, the Company's governing documents and any insurance as adequate under the present circumstances, and Indemnitee may not be willing to serve as a director or officer without additional protection.

D. In order to induce Indemnitee to continue to provide services to the Company, it is reasonable, prudent and necessary for the Company to contractually obligate itself to indemnify, and to advance expenses on behalf of, Indemnitee as permitted by applicable law.

E. This Agreement is a supplement to and in furtherance of the indemnification provided in the Company's certificate of incorporation and bylaws, and any resolutions adopted pursuant thereto, and this Agreement shall not be deemed a substitute therefor, nor shall this Agreement be deemed to limit, diminish or abrogate any rights of Indemnitee thereunder.

The parties therefore agree as follows:

1. **Definitions.**

(a) A "***Change in Control***" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) *Acquisition of Stock by Third Party.* Any Person (as defined below) becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the combined voting power of the Company's then outstanding securities;

(ii) *Change in Board Composition.* During any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Company's board of directors, and any new directors (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 1(a)(i), 1(a)(iii) or 1(a)(iv)) whose election by the board of directors or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Company's board of directors;

(iii) *Corporate Transactions.* The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the

voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iv) *Liquidation.* The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

(v) *Other Events.* Any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended, whether or not the Company is then subject to such reporting requirement.

For purposes of this Section 1(a), the following terms shall have the following meanings:

(1) "***Person***" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended; *provided, however,* that "***Person***" shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(2) "***Beneficial Owner***" shall have the meaning given to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended; *provided, however,* that "***Beneficial Owner***" shall exclude any Person otherwise becoming a Beneficial Owner by reason of (i) the stockholders of the Company approving a merger of the Company with another entity or (ii) the Company's board of directors approving a sale of securities by the Company to such Person.

(b) "***Corporate Status***" describes the status of a person who is or was a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise.

(c) "***DGCL***" means the General Corporation Law of the State of Delaware.

(d) "***Disinterested Director***" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "***Enterprise***" means the Company and any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary.

(f) "***Expenses***" include all reasonable and actually incurred attorneys' fees, retainers, court costs, transcript costs, fees and costs of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond or other appeal bond or their equivalent, and (ii) for purposes of Section 12(d), Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of

Indemnitee's rights under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) "***Independent Counsel***" means a law firm, or a partner or member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than as Independent Counsel with respect to matters concerning Indemnitee under this Agreement, or other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "***Independent Counsel***" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(h) "***Proceeding***" means any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, including any appeal therefrom and including without limitation any such Proceeding pending as of the date of this Agreement, in which Indemnitee was, is or will be involved as a party, a potential party, a non-party witness or otherwise by reason of (i) the fact that Indemnitee is or was a director or officer of the Company, (ii) any action taken by Indemnitee or any action or inaction on Indemnitee's part while acting as a director or officer of the Company, or (iii) the fact that he or she is or was serving at the request of the Company as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification or advancement of expenses can be provided under this Agreement.

(i) Reference to "***other enterprises***" shall include employee benefit plans; references to "***fines***" shall include any excise taxes assessed on a person with respect to any employee benefit plan; references to "***serving at the request of the Company***" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "***not opposed to the best interests of the Company***" as referred to in this Agreement.

2. **Indemnity in Third-Party Proceedings.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 2 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 2, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

3. **Indemnity in Proceedings by or in the Right of the Company.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a

judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 3 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged by a court of competent jurisdiction to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such expenses as the Delaware Court of Chancery or such other court shall deem proper.

4. **Indemnification for Expenses of a Party Who is Wholly or Partly Successful.** To the extent that Indemnitee is a party to or a participant in and is successful (on the merits or otherwise) in defense of any Proceeding or any claim, issue or matter therein, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. For purposes of this section, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

5. **Indemnification for Expenses of a Witness.** To the extent that Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified to the extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

6. **Additional Indemnification.**

(a) Notwithstanding any limitation in Sections 2, 3 or 4, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with the Proceeding or any claim, issue or matter therein.

(b) For purposes of Section 6(a), the meaning of the phrase "***to the fullest extent permitted by applicable law***" shall include, but not be limited to:

(i) the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL; and

(ii) the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

7. **Exclusions.** Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any Proceeding (or any part of any Proceeding):

(a) for which payment has actually been made to or on behalf of Indemnitee under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(b) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of federal, state or local statutory law or common law, if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(c) for any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Securities Exchange Act of 1934, as amended (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "***Sarbanes-Oxley Act***"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act), if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(d) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees, agents or other indemnitees, unless (i) the Company's board of directors authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, (iii) otherwise authorized in Section 12(d) or (iv) otherwise required by applicable law; or

(e) if prohibited by applicable law.

8. **Advances of Expenses.** The Company shall advance the Expenses incurred by Indemnitee in connection with any Proceeding prior to its final disposition, and such advancement shall be made as soon as reasonably practicable, but in any event no later than 90 days, after the receipt by the Company of a written statement or statements requesting such advances from time to time (which shall include invoices received by Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditure made that would cause Indemnitee to waive any privilege accorded by applicable law shall not be included with the invoice). Advances shall be unsecured and interest free and made without regard to Indemnitee's ability to repay such advances. Indemnitee hereby undertakes to repay any advance to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. This Section 8 shall not apply to the extent advancement is prohibited by law and shall not apply to any Proceeding (or any part of any Proceeding) for which indemnity is not permitted under this Agreement, but shall apply to any Proceeding (or any part of any Proceeding) referenced in Section 7(b) or 7(c) prior to a determination that Indemnitee is not entitled to be indemnified by the Company.

9. **Procedures for Notification and Defense of Claim.**

(a) Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses as soon as reasonably practicable following the receipt by Indemnitee of notice thereof. The written notification to the Company shall include, in reasonable detail, a description of the nature of the Proceeding and the facts underlying the Proceeding. The failure by Indemnitee to notify the Company will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights, except to the extent that such failure or delay materially prejudices the Company.

(b) If, at the time of the receipt of a notice of a Proceeding pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect that may be applicable to the Proceeding, the Company shall give prompt notice of the commencement of the Proceeding to the

insurers in accordance with the procedures set forth in the applicable policies. The Company shall thereafter take all commercially-reasonable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(c) In the event the Company may be obligated to make any indemnity in connection with a Proceeding, the Company shall be entitled to assume the defense of such Proceeding with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, conditioned or delayed, upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee for any fees or expenses of counsel subsequently incurred by Indemnitee with respect to the same Proceeding. Notwithstanding the Company's assumption of the defense of any such Proceeding, the Company shall be obligated to pay the fees and expenses of Indemnitee's separate counsel to the extent (i) the employment of separate counsel by Indemnitee is authorized by the Company, (ii) counsel for the Company or Indemnitee shall have reasonably concluded that there is a conflict of interest between the Company and Indemnitee in the conduct of any such defense such that Indemnitee needs to be separately represented, (iii) the Company is not financially or legally able to perform its indemnification obligations or (iv) the Company shall not have retained, or shall not continue to retain, counsel to defend such Proceeding. The Company shall have the right to conduct such defense as it sees fit in its sole discretion. Regardless of any provision in this Agreement, Indemnitee shall have the right to employ counsel in any Proceeding at Indemnitee's personal expense. The Company shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Company.

(d) Indemnitee shall give the Company such information and cooperation in connection with the Proceeding as may be reasonably appropriate.

(e) The Company shall not be liable to indemnify Indemnitee for any settlement of any Proceeding (or any part thereof) without the Company's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(f) The Company shall not settle any Proceeding (or any part thereof) in a manner that imposes any penalty or liability on Indemnitee without Indemnitee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

10. **Procedures upon Application for Indemnification.**

(a) To obtain indemnification, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and as is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of the Proceeding. Any delay in providing the request will not relieve the Company from its obligations under this Agreement, except to the extent such failure is prejudicial.

(b) Upon written request by Indemnitee for indemnification pursuant to Section 10(a), a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Company's board of directors, a copy of which shall be delivered to Indemnitee or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Company's board of directors, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Company's board of directors, (C) if there are no such Disinterested Directors or, if such Disinterested

Directors so direct, by Independent Counsel in a written opinion to the Company's board of directors, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Company's board of directors, by the stockholders of the Company. If it is determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten days after such determination. Indemnitee shall cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company, to the extent permitted by applicable law.

(c) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(b), the Independent Counsel shall be selected as provided in this Section 10(c). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Company's board of directors, and the Company shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Company's board of directors, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; *provided*, *however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after the later of (i) submission by Indemnitee of a written request for indemnification pursuant to Section 10(a) hereof and (ii) the final disposition of the Proceeding, the parties have not agreed upon an Independent Counsel, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 10(b) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 12(a) of this Agreement, the Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(d) The Company agrees to pay the reasonable fees and expenses of any Independent Counsel.

11. **Presumptions and Effect of Certain Proceedings.**

(a) In making a determination with respect to entitlement to indemnification hereunder, the person, persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement, and the

Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(c) Neither the knowledge, actions nor failure to act of any other director, officer, agent or employee of the Enterprise shall be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

12. **Remedies of Indemnitee.**

(a) Subject to Section 12(e), in the event that (i) a determination is made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 8 or 12(d) of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10 of this Agreement within 90 days after the later of the receipt by the Company of the request for indemnification or the final disposition of the Proceeding, (iv) payment of indemnification pursuant to this Agreement is not made (A) within ten days after a determination has been made that Indemnitee is entitled to indemnification or (B) with respect to indemnification pursuant to Sections 4, 5 and 12(d) of this Agreement, within 30 days after receipt by the Company of a written request therefor, or (v) the Company or any other person or entity takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, Indemnitee the benefits provided or intended to be provided to Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of competent jurisdiction of his or her entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his or her option, may seek an award in arbitration with respect to his or her entitlement to such indemnification or advancement of Expenses, to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 12(a); *provided, however,* that the foregoing clause shall not apply in respect of a proceeding brought by Indemnitee to enforce his or her rights under Section 4 of this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration in accordance with this Agreement.

(b) Neither (i) the failure of the Company, its board of directors, any committee or subgroup of the board of directors, Independent Counsel or stockholders to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor (ii) an actual determination by the Company, its board of directors, any committee or subgroup of the board of directors, Independent Counsel or stockholders that Indemnitee has not met the applicable standard of conduct, shall create a presumption that Indemnitee has or has not met the applicable standard of conduct. In the event that a determination shall have been made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 12 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 12, the

Company shall, to the fullest extent not prohibited by law, have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) To the fullest extent not prohibited by law, the Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. If a determination shall have been made pursuant to Section 10 of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statements not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) To the extent not prohibited by law, the Company shall indemnify Indemnitee against all Expenses that are incurred by Indemnitee in connection with any action for indemnification or advancement of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company to the extent Indemnitee is successful in such action, and, if requested by Indemnitee, shall (as soon as reasonably practicable, but in any event no later than 90 days, after receipt by the Company of a written request therefor) advance such Expenses to Indemnitee, subject to the provisions of Section 8.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification shall be required to be made prior to the final disposition of the Proceeding.

13. **Contribution.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amounts incurred by Indemnitee, whether for Expenses, judgments, fines or amounts paid or to be paid in settlement, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the events and transactions giving rise to such Proceeding; and (ii) the relative fault of Indemnitee and the Company (and its other directors, officers, employees and agents) in connection with such events and transactions.

14. **Non-exclusivity.** The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company's certificate of incorporation or bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's certificate of incorporation and bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change, subject to the restrictions expressly set forth herein or therein. Except as expressly set forth herein, no right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. Except as expressly set forth herein, the assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

15. **No Duplication of Payments.** The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder (or for which advancement is provided hereunder) if and to the extent that Indemnitee has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise.

16. **Insurance.** To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, trustees, general partners, managing members, officers, employees, agents or fiduciaries of the Company or any other Enterprise, Indemnitee shall be covered by such policy or policies to the same extent as the most favorably-insured persons under such policy or policies in a comparable position.

17. **Subrogation.** In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

18. **Services to the Company.** Indemnitee agrees to serve as a director or officer of the Company or, at the request of the Company, as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of another Enterprise, for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation or is removed from such position. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that any employment with the Company (or any of its subsidiaries or any Enterprise) is at will, and Indemnitee may be discharged at any time for any reason, with or without cause, with or without notice, except as may be otherwise expressly provided in any executed, written employment contract between Indemnitee and the Company (or any of its subsidiaries or any Enterprise), any existing formal severance policies adopted by the Company's board of directors or, with respect to service as a director or officer of the Company, the Company's certificate of incorporation or bylaws or the DGCL. No such document shall be subject to any oral modification thereof.

19. **Duration.** This Agreement shall continue until and terminate upon the later of (a) ten years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of any other Enterprise, as applicable; or (b) one year after the final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 12 of this Agreement relating thereto.

20. **Successors.** This Agreement shall be binding upon the Company and its successors and assigns, including any direct or indirect successor, by purchase, merger, consolidation or otherwise, to all or substantially all of the business or assets of the Company, and shall inure to the benefit of Indemnitee and Indemnitee's heirs, executors and administrators.

21. **Severability.** Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. The Company's inability, pursuant to court order or other applicable law, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of

this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (ii) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (iii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

22. **Enforcement.** The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; *provided*, *however*, that this Agreement is a supplement to and in furtherance of the Company's certificate of incorporation and bylaws and applicable law.

24. **Modification and Waiver.** No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties hereto. No amendment, alteration or repeal of this Agreement shall adversely affect any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision of this Agreement nor shall any waiver constitute a continuing waiver.

25. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand, messenger or courier service addressed:

(a) if to Indemnitee, to Indemnitee's address, facsimile number or electronic mail address as shown on the signature page of this Agreement or in the Company's records, as may be updated in accordance with the provisions hereof; or

(b) if to the Company, to the attention of the Chief Executive Officer or Chief Financial Officer of the Company at 101 15th Street, San Francisco, CA 94103, or at such other current address as the Company shall have furnished to Indemnitee, with a copy (which shall not constitute notice) to Mark Baudler, Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, California 94304.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent *via* a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent *via* mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent *via* facsimile, upon confirmation of facsimile transfer or, if sent *via* electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day.

26. **Applicable Law and Consent to Jurisdiction.** This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 12(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court of Chancery, and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court of Chancery for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, The Corporation Trust Company, Wilmington, Delaware as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court of Chancery, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court of Chancery has been brought in an improper or inconvenient forum.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

28. **Captions.** The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

(*signature page follows*)

The parties are signing this Indemnification Agreement as of the date stated in the introductory sentence.

SONDER HOLDINGS INC.

_____

(*Signature*)

_____

(*Print name*)

_____

(Title)

[*INSERT INDEMNITEE NAME*]

_____

(*Signature*)

_____

(*Print name*)

_____

(*Street address*)

_____

(*City, State and ZIP*)

Exhibit 16.1

January 24, 2022

Securities and Exchange Commission
Washington, D.C. 20549

Ladies and Gentlemen:

We were previously principal accountants for Gores Metropoulos II, Inc. (the Company) and, under the date of January 13, 2021, we reported on the financial statements of Gores Metropoulos II, Inc. as of December 31, 2020 and for the period from July 21, 2020 (inception) through December 31, 2020. On January 20, 2022, we were dismissed. We have read the Company's statements included under Item 4.01 of its Form 8-K dated January 24, 2022, and we agree with such statements, except that we are not in a position to agree or disagree with any of the Company's statements in the fifth paragraph, including, that the audit committee of the board approved the appointment of Deloitte & Touche LLP (Deloitte) as the Company's independent registered public accounting firm to audit the Company's consolidated financial statements for the year ended December 31, 2022, and the statements regarding consultation with Deloitte.

Very truly yours,

/s/ KPMG LLP

Exhibit 21.1

SONDER HOLDINGS INC.
SUBSIDIARIES
As of December 31, 2021

Subsidiaries of the Registrant	State or Other Jurisdiction of Incorporation
Sonder Canada Inc.	Quebec, Canada
Sonder Finance Europe B.V.	Netherlands
Sonder Group B.V.	Netherlands
Sonder Group Holdings LLC	Delaware, USA
Sonder Hospitality USA Inc	Delaware, USA
Sonder International Holdings Ltd	England and Wales
Sonder Technology Inc.	Delaware, USA
Sonder USA Inc.	Delaware, USA
Sonder Stay Mexico, S. de R.L. de C.V.	Mexico
Hospitalité Sonder Canada Inc.	Quebec, Canada
Sonder Holiday Homes LLC	Dubai, United Arab Emirates
Sonder Hospitality UK Ltd	England and Wales

Pursuant to Item 601(b)(21)(ii) of Regulation S-K, the names of other subsidiaries of Sonder Holdings Inc. are omitted because, considered in the aggregate, they would not constitute a significant subsidiary as of the end of latest fiscal year.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Defined terms included below shall have the same meaning as terms defined and included elsewhere in this Current Report on Form 8-K (the "Form 8-K") and, if not defined in this Form 8-K, the proxy statement/prospectus/consent solicitation statement dated December 22, 2021 and filed with the SEC on December 23, 2021 (the "Proxy Statement"). Unless the context otherwise requires, the "Company" refers to Sonder Holdings Inc. and its subsidiaries after the Closing and Gores Metropoulos II, Inc. prior to the Closing.

The unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses" and presents the combination of the historical financial information of the Company and Legacy Sonder adjusted to give effect to the Business Combination, the PIPE Investments and the other related events contemplated by the Merger Agreement.

The unaudited pro forma condensed combined balance sheet as of September 30, 2021 combines the historical balance sheet of the Company as of September 30, 2021 with the historical condensed consolidated balance sheet of Legacy Sonder as of September 30, 2021 on a pro forma basis as if the Business Combination, the PIPE Investments and the other related events contemplated by the Merger Agreement, as described below and in the accompanying notes to the unaudited pro forma condensed combined financial statements, had been consummated on September 30, 2021.

The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2021 combines the historical statement of operations of the Company for the nine months ended September 30, 2021, and the historical condensed consolidated statement of operations of Legacy Sonder for the nine months ended September 30, 2021, on a pro forma basis as if the Business Combination, the PIPE Investments and other related events contemplated by the Merger Agreement, as described below and in the accompanying notes to the unaudited pro forma condensed combined financial statements, had been consummated on January 1, 2020. The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 combines the historical statement of operations of the Company for the period from July 21, 2020 (*inception*) through December 31, 2020, and the historical consolidated statement of operations of Legacy Sonder for the year ended December 31, 2020, on a pro forma basis as if the Business Combination, the PIPE Investments and other related events contemplated by the Merger Agreement, as described below and in the accompanying notes to the unaudited pro forma condensed combined financial statements, had been consummated on January 1, 2020.

The unaudited pro forma condensed balance sheet does not purport to represent, and is not necessarily indicative of, what the actual financial condition of the Company would have been had the Business Combination taken place on September 30, 2021, nor is it indicative of the financial condition of the Company as of any future date. The unaudited pro forma condensed combined financial information is for illustrative purposes only and is not necessarily indicative of the future consolidated results of operations or financial position of the combined company would have been had the Business Combination, the PIPE Investments and other related events taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the Company. The unaudited pro forma condensed combined financial information is subject to several uncertainties and assumptions as described in the accompanying notes.

The unaudited pro forma condensed combined financial information was derived from and should be read in conjunction with the following historical financial statements and the accompanying notes, which are included elsewhere in the Proxy Statement:

- the historical unaudited financial statements of the Company as of September 30, 2021 and for the nine months ended September 30, 2021;
- the historical unaudited financial statements of Legacy Sonder as of September 30, 2021 and for the nine months ended September 30, 2021;
- the historical audited financial statements of the Company as of December 31, 2020 and for the period from July 21, 2020 (inception) through December 31, 2020;

- the historical audited consolidated financial statements of Legacy Sonder as of and for the year ended December 31, 2020;
- other information relating to the Company and Sonder included in the Proxy Statement and incorporated herein by reference, including the Merger Agreement and the description of certain terms thereof set forth under the section titled "*The Business Combination*;" and
- the sections titled "*Company Management's Discussion and Analysis of Financial Condition and Results of Operations*" and "*Sonder Management's Discussion and Analysis of Financial Condition and Results of Operations*" and other financial information included in the Proxy Statement and incorporated by reference.

Description of the Business Combination

Pursuant to the Merger Agreement, First Merger Sub merged with and into Legacy Sonder, with Legacy Sonder continuing as the Surviving Corporation, and immediately following the First Merger and as part of the same overall transaction as the First Merger, the Surviving Corporation merged with and into Second Merger Sub, with Second Merger Sub continuing as the Surviving Entity and a wholly-owned subsidiary of the Company, under the name "Sonder Holdings Inc.". Upon the Closing:

- Each share of Sonder Common Stock (following the conversion of each issued and outstanding share of Sonder Preferred Stock and Sonder Convertible Notes into shares of Sonder Common Stock prior to the effective time of the First Merger) was automatically converted into the right to receive a number of shares of Common Stock equal to the Per Share Sonder Common Stock Consideration;
- Each share of Sonder Special Voting Common Stock was converted into the right to receive a number of shares of the Company Special Voting Common Stock equal to the Per Share Company Special Voting Stock Consideration; and
- Each share of Sonder Canada Exchangeable Shares was exchanged into the right to receive shares of a new series of the same class of virtually identical Canada Exchangeable Shares whose terms provide (a) for a deferral of any mandatory exchange caused by the Business Combination for a period of at least 12 months from the Closing Date, and (b) that such Post-Combination Canada Exchangeable Shares shall be exchangeable for Common Stock upon the completion of the First Merger.

The aggregate consideration paid to Legacy Sonder stockholders in connection with the Business Combination (excluding any potential Earn Out Shares), was 190,160,300 shares. The Per Share Sonder Common Stock Consideration was approximately 1.4686.

The Business Combination occurred based on the following transactions contemplated by the Merger Agreement:

- Each issued and outstanding share of Sonder Preferred Stock was canceled and converted into the right to receive shares of Sonder Common Stock;
- Each Sonder Warrant was either (i) exercised in full in exchange for the issuance of shares of Sonder Common Stock to the holder of such Sonder Warrant or (ii) assumed by the Company, to the extent permissible pursuant to the terms of such Sonder Warrant;
- Pursuant to the Note Purchase Agreement, the Sonder Convertible Notes were converted into Sonder Common Stock;
- Each issued and outstanding share of Sonder Common Stock (including the items mentioned in the above bullet points) was converted into the right to receive shares of Common Stock equal to the Per Share Sonder Common Stock Consideration;

- Each issued and outstanding share of Sonder Special Voting Common Stock was converted into the right to receive shares of Post-Combination Company Special Voting Common Stock equal to the Per Share Sonder Special Voting Stock Consideration;
- Each issued and outstanding Sonder Canada Exchangeable Share was exchanged into a new series of the same class of virtually identical Post-Combination Canada Exchangeable Shares whose terms provide (a) for a deferral of any mandatory exchange caused by the Business Combination for a period of at least 12 months from the Closing Date, and (b) that such Post-Combination Canada Exchangeable Shares shall be exchangeable for Post-Combination Company Common Stock upon the completion of the First Merger;
- Each outstanding vested and unvested Sonder Stock Option was converted into a Rollover Option, exercisable for shares of Common Stock with the same terms except for the number of shares exercisable and the exercise price, each of which was adjusted using the Option Exchange Ratio that was determined at the closing of the Business Combination; and
- Under the Merger Agreement, Sonder Stockholders, excluding holders of Sonder Stock Options, are entitled to receive a number of Earn Out Shares comprising up to 14,500,000 shares of Common Stock in the aggregate. There are six distinct tranches of Earn Out Shares, each of which will be issued if the daily volume weighted average price (based on such trading day) of one share of Common Stock exceeds a certain threshold specified for such tranche in the Merger Agreement for a period of at least 10 days out of 20 consecutive trading days during the period beginning on the 180th day following the closing of the Business Combination and ending on the fifth anniversary of such date (the "Earn Out Period"). If the applicable triggering event is achieved for a tranche, the Company will account for the Earn Out Shares for such tranche as issued and outstanding Common Stock.

Other related events that took place in connection with the Business Combination are summarized below:

- The issuance and sale of 20,000,000 shares of Class A Stock at a purchase price of $10.00 per share for an aggregate purchase price of $200 million pursuant to the Existing PIPE Investment;
- The issuance and sale of 11,507,074 shares of Class A Stock at a purchase price of $8.89 per share for an aggregate purchase price of $102.3 million pursuant to the New PIPE Investment;
- The issuance and sale to the Sponsor of 709,711 shares of Class A Stock at a purchase price of $10.00 per share for an aggregate purchase price of $7.1 million pursuant to the New PIPE Investment;
- The forfeiture of 1,277,285 shares of Class F Stock by the Sponsor pursuant to the Share Surrender Agreement;
- Pursuant to the terms of certain letter agreement between the Sponsor and the Company, the Private Placement Warrants held by our Sponsor become exercisable on the later of 30 days after the consummation of the Business Combination or 12 months from the closing of the Company IPO, and will expire five years after the completion of the Business Combination or earlier upon redemption or liquidation, as described in the Proxy Statement;
- On January 14, 2022, Sonder received approximately 1.9 million shares of Sonder Common Stock from Sonder's CEO in settlement of a promissory note issued in December 2019 by Sonder's CEO for early exercise of stock options;
- Pursuant to the terms of the Delayed Draw Note Purchase Agreement between certain PIPE Investors and Sonder, 2,475,000 five-year Delayed Draw Warrants were issued to certain PIPE Investors by the Post-Combination Company within three days of the closing of the Business Combination, which are exercisable for shares of Common Stock at an exercise price of $12.50 per share; and
- Sonder paid down $31.4 million of outstanding principal of one of its secured loans ("TPC Loan") of the Plain English Growth Capital Loan and Security Agreement, and $2.8 million in end of term payments, including a $0.3 million early termination fee, at the closing of the Business Combination.

Accounting Treatment of the Business Combination

The Business Combination is accounted for as a reverse recapitalization in accordance with GAAP as Legacy Sonder has been determined to be the accounting acquirer, primarily due to the fact that Sonder Stockholders continue to control the Post-Combination Company. Under this method of accounting, while the Company is the legal acquirer, it is treated as the "acquired" company for financial reporting purposes. Accordingly, the Business Combination will be treated as the equivalent of Legacy Sonder issuing stock for the net assets of the Company, accompanied by a recapitalization, which will be stated at historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Business Combination will be presented as those of Sonder in future reports of the Post-Combination Company. The post-closing accounting treatment of the Company Warrants are reflected in the historical financial information of the Company as liability classified instruments.

Basis of Pro Forma Presentation

The unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses". Release No. 33-10786 replaces the existing pro forma adjustment criteria with simplified requirements to depict the accounting for the transaction ("*Transaction Accounting Adjustments*") and the option to present the reasonably estimable synergies and other transaction effects that have occurred or are reasonably expected to occur ("*Management's Adjustments*"). Management has elected not to present Management's Adjustments and will only be presenting Transaction Accounting Adjustments in the following unaudited pro forma condensed combined financial information.

Management has made significant estimates and assumptions in its determination of the pro forma adjustments based on information available as of the date of filing this Current Report on Form 8-K and is subject to change as additional information becomes available and analyses are performed. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented as additional information becomes available. Management considers this basis of presentation to be reasonable under the circumstances. The following summarizes the consideration (excluding the Earn Out Shares):

(in thousands, except for per share and number of share amounts)		
Shares transferred at Closing[(1)]		190,160,300
Value per Share[(2)]	$	10.00
Total Aggregate Sonder Common Stock Consideration	$	1,901,603

_____

(1) The number of outstanding shares in the table above includes the Post-Combination Company Special Voting Common Stock issued in the Business Combination (each of which corresponds to a share of Common Stock issued upon the exchange of Sonder Canada Exchangeable Common Shares after the consummation of the Business Combination pursuant to the terms of the Merger Agreement) and assumes the issuance of approximately 14,640,564 shares of Common Stock related to the exercise of Rollover Options that do not represent legally outstanding shares of Common Stock at the Closing.

(2) Aggregate Company Common Stock Consideration is calculated using a $10.00 reference price. The closing share price on the date of the Closing was $8.37.

The unaudited pro forma condensed combined financial information reflects the Company stockholders' approval of the Business Combination on January 14, 2021 and the redemption of 43,343,665 shares of the Company's Class A Stock at approximately $10.00 per share based on trust account figures prior to the Closing on January 18, 2022 for an aggregate payment of $433.5 million.

The following summarizes the pro forma shares of Post-Combination Company Common Stock issued and outstanding at the Closing:

	Shares	%
Common Stock issued to Legacy Sonder Stockholders [(1) (2)]	175,519,736	80.0
Public Stockholders	1,656,335	0.8
Initial Stockholders' Class F Stock [(3)]	9,972,715	4.5
Existing PIPE Investors [(4)]	20,000,000	9.1
New PIPE Investors [(5)]	11,507,074	5.3
New PIPE Investors - Sponsor [(6)]	709,711	0.3
Pro Forma Common Stock [(7)(8)]	**219,365,571**	**100.0**

(1) Excludes 14,500,000 shares of Common Stock in Earn Out Shares as they are not issuable until up to 10 business days after a triggering event has occurred following the Closing but within the Earn Out Period and are contingently issuable based upon triggering events that have not yet been achieved.
(2) The number of outstanding shares in the table above includes the Post-Combination Company Special Voting Common Stock issued in the Business Combination (each of which corresponds to a share of Common Stock issued upon exchange of Sonder Canada Exchangeable Common Shares after the consummation of the Business Combination pursuant to the terms of the Merger Agreement) and does not assume the issuance of 14,640,564 shares of Common Stock related to the exercise of Rollover Options that did not represent legally outstanding shares of Common Stock at the Closing.
(3) Excludes 4,310,500, 2,789,413 and 709,711 shares of Class A Stock, which became Common Stock upon the effectiveness of the Amended and Restated Certificate of Incorporation, purchased by Sponsor in the Existing PIPE Investment, the New PIPE Investment and Additional Sponsor Commitment, respectively, and excludes 1,277,285 shares of Class F Stock forfeited by the Sponsor after the Closing pursuant to the Share Surrender Agreement.
(4) Includes 4,310,500 shares of Class A Stock, which became Common Stock upon the effectiveness of the Amended and Restated Certificate of Incorporation, to be purchased by Sponsor in the Existing PIPE Investment.
(5) Includes 2,789,413 shares of Class A Stock, which became Common Stock upon the effectiveness of the Amended and Restated Certificate of Incorporation, purchased by Sponsor in the New PIPE Investment.
(6) Includes 709,711 shares of Class A Stock, which became Common Stock upon the effectiveness of the Amended and Restated Certificate of Incorporation, purchased by Sponsor in the Additional Sponsor Commitment.
(7) Excludes Warrants issued in connection with the Company IPO as such securities are not exercisable until 30 days from the Closing.
(8) Excludes warrants issued in connection with the Delayed Draw Note Purchase Agreement, which are exercisable for 2,475,000 shares of Common Stock.

	As of September 30, 2021				As of September 30, 2021
	Sonder Holdings Inc. (Historical)	Gores Metropoulos II, Inc. (Historical)	Pro Forma Transaction Accounting Adjustments		Pro Forma Combined
ASSETS					
Current assets:					
Cash	$ 129,365	$ 39	$ (33,396)	(B)	$ 527,628
			(18,889)	(C)	
			(150)	(D)	
			309,395	(E)	
			(433,465)	(M)	
			450,030	(Q)	
			158,825	(R)	
			(34,126)	(S)	
Restricted cash	215	—	—		215
Accounts receivable, net	7,646	—	—		7,646
Prepaid rent	3,009	—	—		3,009
Prepaid expenses	6,204	1,277	—		7,481
Other current assets	10,270	—	—		10,270
Total current assets	**$ 156,709**	**$ 1,316**	**$ 398,224**		**$ 556,249**
Cash, cash equivalents and other investments held in Trust Account	—	450,030	(450,030)	(Q)	—
Property and equipment, net	22,987	—	—		22,987
Other non-current assets	17,149	—	(5,467)	(C)	11,682
Total assets	**$ 196,845**	**$ 451,346**	**$ (57,273)**		**$ 590,918**
Liabilities and stockholders' equity (deficit)					
Current liabilities					
Accounts payable	$ 10,072	$ —	$ —		$ 10,072
Accrued liabilities	14,130	—	—		14,130
Sales tax payable	9,574	—	—		9,574
State franchise tax accrual	—	150	(150)	(D)	—
Accrued expenses, formation and offering costs	—	4,123	(4,123)	(B)	—
Deferred revenue	27,715	—	—		27,715
Current portion of long-term debt	17,892	—	(17,892)	(S)	—
Convertible notes	178,911	—	(178,911)	(P)	—
Notes and advances payable - related party	—	1,500	(1,500)	(B)	—
Other current liabilities	874	—	—		874
Public warrants derivative liability	—	15,300	—		15,300
Private warrants derivative liability	—	9,350	—		9,350
Total current liabilities	**$ 259,168**	**$ 30,423**	**$ (202,576)**		**$ 87,015**
Deferred rent	44,110	—	—		44,110
Long-term debt	12,715	—	150,781	(R)	150,781
			(12,715)	(S)	
Delayed Draw warrant liability	—	—	8,043	(R)	8,043
Deferred underwriting compensation	—	15,750	(15,750)	(B)	—
Other non-current liabilities	5,216	—	98,117	(L)	99,139
			(2,534)	(N)	
			(1,660)	(S)	
Total liabilities	**$ 321,209**	**$ 46,173**	**$ 21,706**		**$ 389,088**
Commitments and contingencies (Note 8)					

	As of September 30, 2021				As of September 30, 2021
	Sonder Holdings Inc. (Historical)	Gores Metropoulos II, Inc. (Historical)	Pro Forma Transaction Accounting Adjustments		Pro Forma Combined
Class A subject to possible redemption	—	450,000	(450,000)	(F)	—
Preferred stock					
Redeemable convertible preferred stock	518,750	—	593,798	(A)	—
			(1,112,548)	(G)	
Exchangeable preferred stock	49,733	—	135,009	(A)	—
			(184,742)	(G)	
Stockholders' equity (deficit)					
Common stock	1	—	—	(G)	—
			(1)	(I)	
			—	(N)	
			—	(O)	
			—	(P)	
Exchangeable AA stock	—	—	—		—
Class A common stock	—	—	3	(E)	23
			5	(F)	
			1	(H)	
			18	(I)	
			(4)	(M)	
Class F common stock	—	1	(1)	(H)	—
Additional paid-in capital	37,271	—	(242,584)	(A)	1,420,742
			(3,652)	(B)	
			(24,356)	(C)	
			309,392	(E)	
			449,995	(F)	
			1,297,290	(G)	
			—	(H)	
			(17)	(I)	
			734	(J)	
			(53,198)	(K)	
			(98,117)	(L)	
			(433,461)	(M)	
			2,534	(N)	
			—	(O)	
			178,911	(P)	
Cumulative translation adjustment	7,380	—	—		7,380
Accumulated deficit	(737,499)	(44,828)	(486,223)	(A)	(1,226,315)
			(8,370)	(B)	
			(734)	(J)	
			53,198	(K)	
			(1,859)	(S)	
Total stockholders' equity (deficit)	**(692,847)**	**(44,827)**	**939,504**		**201,830**
Total liabilities and stockholders' equity (deficit)	**$ 196,845**	**$ 451,346**	**$ (57,273)**		**$ 590,918**

	For the Nine Months Ended September 30, 2021					For the Nine Months Ended September 30, 2021
	Sonder Holdings, Inc. (Historical)	Gores Metropoulos II, Inc. (Historical, as Adjusted)		Pro Forma Transaction Accounting Adjustments		Pro Forma Combined
Revenue	$ 146,281	$ —		$ —		$ 146,281
Cost of revenue (excluding depreciation and amortization)	135,352	—		—		135,352
Operations and support	96,904	—		—		96,904
General and administrative	78,458	—		889	(BB)	79,347
Research and development	12,828	—		—		12,828
Sales and marketing	14,123	—		—		14,123
Professional fees and other expenses	—	5,679	(AA)	—		5,679
State franchise taxes, other than income tax	—	150	(AA)	—		150
Gain from change in fair value of warrant liability	—	(1,595)	(AA)	—		(1,595)
Allocated expense for warrant issuance cost	—	918	(AA)	—		918
Total costs and expenses	337,665	5,152		889		343,706
Loss from operations	(191,384)	(5,152)		(889)		(197,425)
Interest expense, net and other expense, net	25,464	—		(1,395)	(CC)	16,794
				7,828	(DD)	
				(25,233)	(EE)	
				13,416	(HH)	
				(3,286)	(II)	
Other income - interest and dividend income	—	(30)	(AA)	30	(FF)	—
Loss before income taxes	(216,848)	(5,122)		7,751		(214,219)
Provision for income taxes	226	—		—	(GG)	226
Net loss	(217,074)	(5,122)		7,751		(214,445)
Other comprehensive income - Change in foreign currency translation adjustment	1,714	—		—		1,714
Comprehensive loss	$ (215,360)	$ (5,122)		$ 7,751		$ (212,731)
Loss Per Share:						
Weighted average shares outstanding of common stock - basic and diluted	7,811,727					
Common Stock - basic and diluted	$ (27.79)					
Weighted average shares outstanding - Class A Stock		41,538,462				219,365,571
Class A Stock - basic and diluted [See Note 3]		$ (0.87)				$ (0.98)
Weighted average shares outstanding - Class F Stock		11,309,524				
Class F Stock - basic and diluted		$ (0.87)				

	For the Year Ended December 31, 2020					For the Year Ended December 31, 2020
	Sonder Holdings, Inc. (Historical)	Gores Metropoulos II, Inc. (Historical, as Adjusted)		Pro Forma Transaction Accounting Adjustments		Pro Forma Combined
Revenue	$ 115,678	$ —		$ —		$ 115,678
Cost of revenue (excluding depreciation and amortization)	136,995	—		—		136,995
Operations and support	115,072	—		—		115,072
General and administrative	77,033	—		1,922	(BB)	78,955
Research and development	17,552	—		—		17,552
Sales and marketing	12,848	—		—		12,848
Organizational expenses	—	4	(AA)	—		4
Professional fees	—	33	(AA)	—		33
State franchise tax	—	3	(AA)	—		3
Total costs and expenses	359,500	40		1,922		361,462
Loss from operations	(243,822)	(40)		(1,922)		(245,784)
Interest expense, net and other expense, net	6,171	—		(25)	(CC)	22,352
	—	—		17,821	(HH)	—
	—	—		(1,615)	(II)	—
Loss before income taxes	(249,993)	(40)		(18,103)		(268,136)
Provision for income taxes	323	—		—	(GG)	323
Net loss	(250,316)	(40)		(18,103)		(268,459)
Other comprehensive loss - Change in foreign currency translation adjustment	(740)	—		—		(740)
Comprehensive loss	$ (251,056)	$ (40)		$ (18,103)		$ (269,199)
Losses Per Share:						
Weighted average shares outstanding of common stock - basic and diluted	6,261,247					
Common Stock - basic and diluted	$ (39.98)					
Weighted average shares outstanding - Class A Stock		—				219,365,571
Class A Stock - basic and diluted [See Note 3]		$ —		$		(1.22)
Weighted average shares outstanding - Class F Stock		11,500,000				
Class F Stock - basic and diluted		$ —				

1. Basis of Presentation

The Business Combination will be accounted for as a reverse recapitalization in accordance with GAAP as Legacy Sonder has been determined to be the accounting acquirer, primarily due to the fact that Sonder Stockholders continue to control the Post-Combination Company. Under this method of accounting, while the Company is the legal acquirer, it will be treated as the "acquired" company for financial reporting purposes. Accordingly, the Business Combination will be treated as the equivalent of Legacy Sonder issuing stock for the net assets of the Company, accompanied by a recapitalization, which will be stated at historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Business Combination will be presented as those of Legacy Sonder in future reports of the Company. The post-closing accounting treatment of the Company Warrants are reflected in the historical financial information of the Company as liability classified instruments.

The unaudited pro forma condensed combined balance sheet as of September 30, 2021 gives pro forma effect to the Business Combination, PIPE Investments, and the other related events contemplated by the Merger Agreement as if consummated on September 30, 2021. The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2021 combines the historical statement of operations of the Company for the nine months ended September 30, 2021, and the historical condensed consolidated statement of operations of Legacy Sonder for the nine months ended September 30, 2021, giving pro forma effect to the Business Combination, PIPE Investments, and other related events contemplated by the Merger Agreement as if consummated on January 1, 2020. The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 combines the historical statement of operations of the Company for the period from July 21, 2020 (inception) through December 31, 2020, and the historical consolidated statement of operations of Legacy Sonder for the year ended December 31, 2020, giving pro forma effect to the Business Combination, PIPE Investments, and other related events contemplated by the Merger Agreement as if consummated on January 1, 2020.

The unaudited pro forma condensed combined balance sheet as of September 30, 2021 has been prepared using, and should be read in conjunction with, the following:

- The Company's unaudited balance sheet as of September 30, 2021 and the related notes for the nine months ended September 30, 2021 incorporated by reference; and
- Legacy Sonder's unaudited condensed consolidated balance sheet as of September 30, 2021 and the related notes for the nine months ended September 30, 2021 included in the Proxy Statement and incorporated by reference herein.

The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2021 has been prepared using, and should be read in conjunction with, the following:

- The Company's unaudited statement of operations for the nine months ended September 30, 2021 and the related notes incorporated by reference; and
- Legacy Sonder's unaudited condensed consolidated statements of operations for the nine months ended September 30, 2021 and the related notes included in the Proxy Statement and incorporated by reference herein.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 has been prepared using, and should be read in conjunction with, the following:

- The Company's audited statement of operations for the period from July 21, 2020 (inception) through December 31, 2020 and the related notes included elsewhere in the Proxy Statement and incorporated by reference; and
- Legacy Sonder's audited consolidated statements of operations for the year ended December 31, 2020 and the related notes included in the Proxy Statement and incorporated by reference herein.

Management has made significant estimates and assumptions in its determination of the pro forma adjustments based on information available as of the date of filing this Form 8-K and is subject to change as additional

information becomes available and analyses are performed. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented as additional information becomes available. Management considers this basis of presentation to be reasonable under the circumstances.

The unaudited pro forma condensed combined financial information does not give effect to any anticipated synergies, operating efficiencies, tax savings, or cost savings that may be associated with the Business Combination.

2. Adjustments to Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined financial information has been prepared to illustrate the effect of the Business Combination and other related events and has been prepared for informational purposes only.

The unaudited pro forma basic and diluted net loss per share amounts presented in the unaudited pro forma condensed combined statements of operations are based upon the number of the Post-Combination Company's shares outstanding, assuming the Business Combination occurred on January 1, 2020.

Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet

The adjustments included in the unaudited pro forma condensed combined balance sheet as of September 30, 2021 are as follows:

(A) Reflects the accretion of Sonder Convertible Preferred Stock and Sonder Exchangeable Preferred Stock to a redemption value of $1,112.5 million and $184.7 million, respectively, based on the terms of the Business Combination.

(B) Reflects the Company's $33.4 million payment of fees, expenses, and related party notes and advances due at the Closing. This payment includes the payment of $10.1 million of deferred underwriters' fees, the pay down of $4.1 million in accrued expenses, formation and offering costs incurred during the Company's IPO that were due at the Closing, and the pay down of $1.5 million in related party notes and advances completed in connection with the Business Combination and other related events, and the Company's total advisory, legal, and accounting fees and other professional fees, including $3.7 million in transaction costs in connection with the PIPE Investments, which has been recorded as a reduction to additional paid-in capital. The remaining $8.3 million transaction costs have been reflected as an adjustment to accumulated deficit. Additionally, the Company recognized a $5.7 million reduction of estimated deferred underwriters' fees accrued as of September 30, 2021 as the actual deferred underwriters' fees at closing were less than the accrued estimated fees.

(C) Reflects Legacy Sonder's total advisory, legal, and accounting fees and other professional fees of $19.8 million. These transaction costs are in connection with the consummation of the Business Combination and other related events, and are deemed to be direct and incremental costs of the Business Combination, which have been recorded as a reduction to additional paid-in capital.

(D) Reflects the settlement of the Company's historical liabilities that were settled upon the closing of the Business Combination.

(E) Reflects the proceeds of $200 million from the issuance and sale of 20 million shares of Common Stock at $10.00 per share pursuant to the Existing PIPE Investment and the proceeds of $102.3 million from the issuance and sale of 11.5 million shares of Common Stock at $8.89 per share pursuant to the New PIPE Investment and the proceeds of $7.1 million from the issuance and sale of 0.7 million shares of Common Stock at $10.00 per share pursuant to the New PIPE Investment.

(F) Reflects the reclassification of Class A Stock subject to possible redemption to permanent equity immediately prior to the Closing.

(G) Reflects the conversion of Legacy Sonder Preferred Stock into Legacy Sonder Common Stock pursuant to the applicable conversion rate effective immediately prior to the Closing.

(H) Reflects the forfeiture of approximately 1.3 million shares of Class F Stock pursuant to the Share Surrender Agreement and the conversion of the remaining Class F Stock into Common Stock in connection with the Closing.

(I) Reflects the recapitalization of common stock between Legacy Sonder Common Stock, Class A Stock and additional paid-in capital.

(J) Reflects additional stock-based compensation expense recognized at the closing of the Business Combination under the terms of the stock awards issued to the CEO, upon the Closing.

(K) Reflects the elimination of the Company's historical retained earnings.

(L) Reflects the fair value of the Earn Out Shares contingently issuable and recorded as earn out liabilities as of the Closing. For further information, please refer to Note 4.

(M) Reflects the cash disbursed to redeem 43,343,665 shares of Class A Stock for $433.5 million allocated to Common Stock and additional paid-in capital, using a par value of $0.0001 per share at a redemption price of $10.00 per share.

(N) Represents the reclassification of Legacy Sonder warrants from liability to equity classification as a result of the Business Combination.

(O) Reflects the settlement of a $25.7 million promissory note due from Legacy Sonder's CEO that was settled upon the Closing through the transfer of approximately 1.9 million shares of Legacy Sonder Common Stock.

(P) Reflects the conversion of Legacy Sonder Convertible Notes to Legacy Sonder Common Stock.

(Q) Reflects the liquidation and reclassification of $450 million of investments and cash held in the Trust Account to cash that became available upon the Closing.

(R) Reflects the $165.0 million draw that Legacy Sonder borrowed at the Closing pursuant to the Delayed Draw Note Purchase Agreement, entered into December 10, 2021, reduced by the $5.8 million commitment fee and $0.4 million in issuance costs. The Delayed Draw Notes include a warrant component where certain PIPE Investors received detachable five-year Delayed Draw Warrants exercisable for up to 2,475,000 shares of Common Stock, which were assumed by the Company after the Closing, at an exercise price of $12.50 per share. The Company is in the process of determining the appropriate equity versus liability accounting classification of these instruments and associated fair values required upon the closing of the Business Combination. The Company's third-party valuation indicates an estimated fair value of $8.0 million for the warrant component.

(S) Reflects Sonder's pay down of $31.4 million outstanding principal of the TPC loan and $2.8 million in end of term payments at the Closing. This adjustment also reflects the write down of deferred financing charges of $0.7 million and recognizes a $0.3 million early termination fee.

Adjustments to the Unaudited Pro Forma Condensed Combined Statement of Operations

The adjustments included in the unaudited pro forma condensed combined statements of operations for the unaudited nine months ended September 30, 2021 and the twelve months ended December 31, 2020 were as follows:

(AA) Reflects the adjustment of the presentation of the Company's expenses to match the presentation of Legacy Sonder's expenses.

(BB) Reflects the additional amount of stock-based compensation expense recognized for the nine months ended September 30, 2021 and twelve months ended December 31, 2020 due to the vesting of stock awards to the CEO that were recognized starting at the Closing.

(CC) Reflects the elimination of the impact of change in fair value of Legacy Sonder warrant liabilities as the warrants become equity-classified as a result of the recapitalization, and therefore will not be marked to market at each reporting period.

(DD) Reflects the elimination of the mark-to-market adjustment of the embedded derivatives within the Legacy Sonder convertible debt and the accrued amortization of the Legacy Sonder Convertible Notes that converted into Sonder Common Stock at the Closing.

(EE) Reflects the elimination of the interest expense on the Legacy Sonder convertible debt due to its conversion into equity at the Closing.

(FF) Reflects the elimination of interest income on the Trust Account.

(GG) Given Legacy Sonder's history of net losses and valuation allowance, Sonder assumed an effective tax rate of 0%. Therefore, the pro forma adjustments to the statement of operations resulted in no additional income tax adjustment to the pro forma financials. The pro forma condensed combined provision for income taxes does not necessarily reflect the amounts that would have resulted had the Company and Legacy Sonder filed consolidated income tax returns during the period presented.

(HH) Reflects the amount of interest and amortization expense on the delayed draw notes recognized for the nine months ended September 30, 2021 and twelve months ended December 31, 2020 based on estimated interest rates using 3-month SOFR rate plus 0.26161 percent (subject to a floor of 1 percent) plus 9 percent per annum as per the Delayed Draw Note Purchase Agreement.

(II) Reflects the elimination of recognized interest expense and loan fees related to the Legacy Sonder TPC loan and recognition of $2.8 million in extinguishment expenses, including a $0.3 million early termination fee.

3. Loss per share

Represents the net loss per share calculated using the historical weighted average shares outstanding, and the issuance of additional shares in connection with the Business Combination, the PIPE Investments and other related events, assuming the shares were outstanding since January 1, 2020. As the Business Combination, PIPE Investments and other related proposed equity transactions are being reflected as if they had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted net loss per share assumes that the shares issuable relating to the Business Combination have been outstanding for the entire period presented. This calculation is retroactively adjusted to eliminate, the number of shares redeemed in the Business Combination for the entire period presented.

The unaudited pro forma condensed combined financial information has been prepared based on the following information:

(in thousands, except share and per share data)	For the Nine Months Ended September 30, 2021	For the Year Ended December 31, 2020
Pro forma net loss	$ (214,445)	$ (268,459)
Weighted average shares outstanding of Class A Stock	219,365,571	219,365,571
Net loss per share of Class A Stock - basic and diluted	$ (0.98)	$ (1.22)
Weighted average shares outstanding - basic and diluted		
Class A Stock issued to Sonder Stockholders	175,519,736	175,519,736
Public Stockholders	1,656,335	1,656,335
Initial Stockholders' Class F Stock	9,972,715	9,972,715
Existing PIPE Investors	20,000,000	20,000,000
New PIPE Investors	11,507,074	11,507,074
New PIPE Investors - Sponsor	709,711	709,711
Total	219,365,571	219,365,571

The following potentially dilutive outstanding securities were excluded from the computation of pro forma net loss per share, basic and diluted, because their effect would have been anti-dilutive or issuance of such shares is contingent upon the satisfaction of certain conditions which were not satisfied by the end of the period:

	For the Nine Months Ended September 30, 2021	For the Year Ended December 31, 2020
Rollover Options	14,640,564	14,640,564
Earn Out Shares	14,500,000	14,500,000
Company's private placement and public warrants	14,500,000	14,500,000
Delayed Draw Warrant shares	2,475,000	2,475,000

4. Earn Out Shares

The fair values of the Earn Out Shares were determined by using a Monte Carlo simulation model implemented in a risk-neutral valuation framework. Assumptions used in the valuation, were as follows:

Current stock price: The current stock price was set at $10.00 per share for Common Stock, based on the closing price as of the valuation date of January 18, 2022, which was the date of the Closing.

Expected volatility: The volatility was determined based on the review of ten-year historical equity and asset volatilities for comparable companies.

Risk-free interest rate: The risk-free interest rate is based on the U.S. Treasury Constant Maturities. Linear interpolation was used to estimate a risk- free rate with an identical term to the remaining earn-out term.

Expected term: The expected term is the five-year term of the Earn Out Period.

Expected dividend yield: The expected dividend yield is zero as Sonder has never declared or paid cash dividends and has no current plans to do so during the expected term.