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

FORM 6-K

**Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
of the Securities Exchange Act of 1934**

June 27, 2023

SELINA HOSPITALITY PLC

**27 Old Gloucester Street
London
WC1N 3AX
United Kingdom
Tel: +44 73 7680 9248**

(Address, Including ZIP Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Summary of Second Amendment to Separation Agreement

Effective as of June 23, 2023, YAM at Selina Ops, L.P. (“YAM”), on one hand, and Selina Hospitality PLC (the “Company”), PCN Operations, S.A. (“PCN”), Selina Operation One (1), S.A. (“Selina One”), and Selina Management Panamá, S.A., on the other hand, entered into a second amendment (“Second Amendment”) to a certain separation and amendment agreement (the “Separation Agreement”), initially dated June 3, 2022 and amended on December 23, 2022 (the “First Amendment”) relating to the eventual buy-out of YAM’s equity interest in a joint venture arrangement, entered into in September 2017 between the Company and YAM, and a shareholder agreement, entered into in December 2020 among the Company, Selina One and YAM (the “JV Arrangements”), that governs PCN, the joint venture company that was established for the development and operation of the Company’s business in Panama, Costa Rica and Nicaragua. Selina One currently has a 75% interest in PCN and YAM currently has a 25% interest. The Second Amendment is attached hereto as Exhibit 99.1 and the previous agreements relating to the JV Arrangements are summarized in the “Material Contracts” section of the Company’s 2022 annual report on form 20-F filed with the U.S. Securities and Exchange Commission on April 28, 2023.

Pursuant to the Second Amendment and an equity subscription agreement entered into between the Company and YAM (as summarized below), the Company will issue to YAM 6,248,840 ordinary shares of the Company (the “New Shares”) to be sold by YAM, with the proceeds to be applied towards the payment of \$9,502,244 owed to YAM in order to allow YAM to earn, among other things, a 14% internal rate of return on its investments in PCN under the JV Arrangements since 2017. These New Shares are in addition to 1,400,000 ordinary shares previously granted to YAM (the “Previous Shares”) under the First Amendment (the “Previous Shares”) to be utilized by YAM towards the recovery of YAM’s capital contributions to PCN that remain unpaid under the existing arrangements, which as of the date of the First Amendment was \$2,761,955 (“Remaining Capital”).

In connection with the issuance of the New Shares to YAM, YAM has certain registration rights that require the Company to file with the U.S. Securities and Exchange Commission (the “SEC”) (i) a post-effective amendment (“Post-Effective Amendment”) to its resale registration statement on Form F-1, initially filed with the SEC on November 30, 2022, amended on January 20, 2023 and declared effective on February 15, 2023, under which 3,948,840 ordinary shares of the Company were registered in the name of YAM as the selling shareholder, including the Previous Shares, and (ii) new resale registration statement on Form F-1 (“New Registration Statement”) in order to register for resale the remainder of the New Shares and up to 240,000 additional shares that may be granted to YAM in settlement of certain late registration charges payable to YAM if the Post-Effective Amendment is not declared effective, or otherwise deemed effective, by a certain date. Specified late charges also may apply if the New Resale Registration statement is not declared effective, or otherwise deemed effective, by a certain date.

Subject to the Post-Effective Amendment and subsequently the New Registration Statement being declared effective, YAM will instruct its broker to sell, daily, such number of the Previous Shares and, as applicable, New Shares (collectively, the “Shares”), that constitute between 15% and 25% of the previous day’s trading volume, provided that each such sale order will not be for a price that is less than a value that is 5% below the then applicable bid price. YAM also has the right to sell Shares in private transactions subject to the sales price for each sale being no less than a price that is 20% below the then applicable bid price. In addition, YAM may not engage in any short sales of the Shares.

The net proceeds received by YAM from the sales of Shares will be applied against the liabilities owed to YAM. Selina will be required to fund an escrow account established by YAM and maintain a monthly balance of \$325,000 in the account until such time as YAM has recovered its Remaining Capital plus a 5% internal rate of return on its investments in PCN. If the net proceeds received during a month are less than \$325,000 (the “Monthly Threshold”), then YAM will be entitled to draw down the difference between the Monthly Threshold and the net proceeds received. Once YAM has recovered its Remaining Capital, the Monthly Threshold will be reduced to \$200,000. If, during a month, the net proceeds received by YAM from the sales of Shares are higher than the applicable Monthly Threshold, then the excess will be credited against future draws that may be made by YAM under the escrow arrangement.

In addition, until YAM has recovered its Remaining Capital in full, in the event Selina raises gross proceeds of more than \$25 million, through equity or debt issuances, YAM shall be entitled to receive 1% of the incremental amounts raised to be utilized towards amounts owed to YAM.

Once YAM has recovered its Remaining Capital in full plus an 8% internal rate of return on its investments in PCN, then YAM agrees to release its pledges over certain subsidiaries of PCN, which pledges were put into place in 2021 to secure certain obligations of the Company and Selina One under the JV Arrangements, and transfer its equity interest in PCN to Selina One. Further, the trading and short sale restrictions will cease to apply to YAM after such date.

The Second Amendment contains certain covenants, information rights in favour of YAM, default provisions and YAM is entitled to the reimbursement of certain legal and accounting costs incurred by YAM.

Summary of Subscription Agreement

In connection with the Second Amendment, the Company, as issuer, entered into an equity subscription agreement (the "Subscription Agreement") with YAM, as the investor, on June 23, 2023 pursuant to which the Company will issue to YAM, as part of a private placement, (i) 6,248,840 ordinary shares at a price of \$1.52064127 per share, for an aggregate subscription price of \$9,502,244, and (ii) if applicable in connection with the late registration charges, up to 240,000 additional ordinary shares at a price of \$1.00 per share and aggregate subscription price of up to \$240,000. The subscription amounts owed to Selina will be fully set off against amounts owed to YAM under and as set out in the Second Amendment such that no cash will be payable for the subscription. The Subscription Agreement is attached hereto as Exhibit 99.2.

The Subscription Agreement contains customary closing conditions, representations and warranties

The information furnished in this Report on Form 6-K, including Exhibits 99.1 and 99.2 attached hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liability of such section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

The foregoing summaries of the Second Amendment to Separation Agreement and Subscription Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the full text of, as applicable, the exhibits to this Report on Form 6-K.

INDEX TO EXHIBITS

Exhibit No.	
99.1	Second Amendment to Separation Agreement
99.2	Subscription Agreement

SIGNATURES

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, thereunto duly authorized.

SELINA HOSPITALITY PLC

Date: June 27, 2023

By: /S/ JONATHON GRECH

Jonathon Grech

Chief Legal Officer and Corporate Secretary

SECOND AMENDMENT TO SEPARATION AGREEMENT DATED JUNE 3, 2022

STRICTLY CONFIDENTIAL

This second amendment to the Separation Agreement (this "Second Amendment"), dated as of June 23, 2023 (the "Effective Date"), is made by and among YAM at Selina Ops LP ("YAM"), on the one hand, and Selina Hospitality plc ("Selina"), PCN Operations, S.A. ("PCN"), Selina Operation One (1), S.A. ("SOP1"), and Selina Management Panamá, S.A. (together, the "Selina Parties") on the other hand.

WHEREAS, the parties have (as applicable) entered into multiple agreements since September 1, 2017, including but not limited to, a joint venture agreement dated as of September 1, 2017, as thereafter amended (the "JV Agreement"), a shareholders' agreement dated as of December 10, 2020 (the "Shareholders' Agreement"), a pledge agreement dated as of August 17, 2021 and amended on October 12, 2021 (the "Pledge Agreement"), and a separation agreement (the "Initial Separation Agreement") dated as of June 3, 2022 and amended on December 23, 2022 (the "First SA Amendment"; the First SA Amendment and the Initial Separation Agreement, the "Separation Agreement") (as such agreements may have been further amended and supplemented, collectively, with any other related agreements entered into by the parties, the "Existing Agreements"); and

WHEREAS, YAM's capital contributions under the Existing Agreements total \$10,650,035 to date, and Selina has paid to YAM \$7,888,080 to date, and has granted to YAM 1,400,000 ordinary shares (the "First Shares") pursuant to the First SA Amendment, to be sold and any resulting proceeds applied towards the \$2,761,955 (the "March Contribution") owed to YAM under the Existing Agreements; and

WHEREAS, the Unpaid Amounts (as such term is defined in the Initial Separation Agreement) continue to accrue amounts towards YAM's IRR Payment (as such term is defined in the Initial Separation Agreement) and based on the anticipated trading volume and date by which the Unpaid Amounts are estimated to be recoverable by YAM through the continued sale of ordinary shares of Selina, which date is estimated to be May 31, 2024, the parties agree that the total Unpaid Amounts (including estimated broker fees) shall be fixed at \$9,502,244 (not including the March Contribution) for purposes of this Second Amendment (the "Remaining Separation Payment"); and

WHEREAS, Selina desires to assume the obligation to issue to YAM additional 6,248,840 ordinary shares having a nominal value of \$0.005064 each (rounded to six decimal places) (the "Second Shares"; the First Shares and the Second Shares, the "Shares"), and YAM wishes to receive the Second Shares, subject to, and conditional upon, the terms set out in this Second Amendment, to be sold by YAM for purposes of collecting the March Contribution and the Remaining Separation Payment owed by Selina to YAM.

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

Recitals an Integral Part of Agreement. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of this Agreement, constituting acknowledgements and agreements and rights and obligations by and among the parties hereto, and are incorporated in this Second Amendment by reference.

CLAUSES:

1. Distribution of Second Shares. Within three (3) calendar days after the Effective Date hereof Selina shall issue the Second Shares to YAM via the issuance of depositary receipts and recording the registration in the books and records of Selina's transfer agent.
2. Conditional Suspension of Payments to YAM under the Separation Agreement and other Existing Agreements. As long as a Second Amendment Default (as said term is defined in clause 12 of this Second Amendment) and/or a Default under the Separation Agreement have not occurred, the Selina Parties shall no longer have any obligation to make quarterly payments towards the Unpaid Amounts pursuant to clause 5 of the Initial Separation Agreement or (for the avoidance of doubt), any other payments to YAM under the Existing Agreements, and such obligations will be considered to be superseded upon full payment of the March Contribution and the Remaining Separation Payment and compliance by the Selina Parties of their obligations under this Second Amendment. Upon occurrence of a Second Amendment Default and/or a Default under the Separation Agreement, the aforementioned suspension of payment obligations will be immediately lifted and become immediately due and payable in accordance with clause 12 of this Second Amendment.

3. Sales of Shares.

- A. As soon as practicable after the Post-Effective Amendment (as defined below) is declared effective by the SEC, or is otherwise deemed to be effective, and the Registered Shares (as defined below) are registered and tradable, YAM shall instruct a reputable independent broker (the "Broker"; and the date YAM instructs such Broker shall be referred to as the "Sale Commencement Date") to sell on behalf of YAM, in accordance with the requirements herein, the Registered Shares (as defined below), and once the New Registration Statement (as defined below) has been declared effective by the SEC, or is otherwise deemed to be effective, and the Unregistered Shares (as defined below) are registered and tradeable, the Unregistered Shares. Further to the foregoing, YAM shall instruct its Broker (i) to sell each trading day an amount of Shares equal to at least 15% of, but not more than 25% of, the previous trading day's trading volume for the ordinary shares of Selina, (ii) to not sell such Shares for less than a per-share value that is 5% below the then-applicable bid price (the "5% Restriction") unless YAM obtains a written waiver of such restriction from Selina. Any off-market sale (including any off-exchange, off-floor or OTC sale) of Shares shall be conducted in compliance with applicable laws, shall be notified to Selina and shall not be subject to the prior written approval of Selina if the sale is for a per-share value that is equal to or greater than a price that is 20% below the then-applicable bid price (the "20% Restriction"; the 5% Restriction and 20% Restriction together are the "Trading Limitations").
- B. YAM further covenants that from and after the date hereof, neither it, nor any member, parent company, subsidiary company or affiliate of YAM, nor any employee, director or agent of any of the foregoing shall, directly or indirectly, engage in any (i) "short sale" (as such term is defined in Rule 200 of Regulation SHO of the Securities Exchange Act of 1934) of the Shares or (ii) put equivalent position or any hedging transaction which establishes a net short position with respect to any securities of the Company (including the Shares) (the foregoing are referred to as the "Short Sale Limitations").
- C. The net proceeds from the sales of Shares as contemplated in clause 3(A) above, after deducting Broker commissions and costs (the "Net Proceeds"), shall count towards payment of, and reduce the outstanding amount of, the March Contribution and, if there is any balance, towards YAM's IRR Payment. YAM shall retain all books and records pertaining to the sales of Shares and Net Proceeds received by YAM and any Broker commissions or costs charged to YAM, including the trading records from the Broker, and YAM promptly shall provide the same (the "Trading Records") to the Selina Parties upon request.
- D. Once YAM has recovered the March Contribution and its 8% IRR in full from the Net Proceeds and/or payments made pursuant to this Second Amendment, YAM promptly shall inform Selina in writing and at such point neither the Trading Limitations nor the Short Sale Limitations shall apply, and YAM shall have the right, subject to applicable securities laws, to transfer to its partners from time to time all or any portion of the unsold Shares then held by YAM (or its broker or agent).

As used in this clause, the term "8% IRR" shall mean the aggregate amount equal to a 8% IRR on each of YAM's equity contributions, from the date of each of YAM's equity contributions per the Existing Agreements until the date YAM has received such IRR amount hereunder, provided that such calculation shall take into account amounts paid to YAM under the Existing Agreements.

The term "IRR" as used in this Second Amendment shall mean the relevant internal rate of return calculated using Microsoft Excel's IRR function.

4. Cash Top-Up.

- A. For each calendar month or partial calendar month from the earlier of July 7, 2023 or the Sale Commencement Date until the date YAM receives its March Contribution in full, to the extent YAM does not receive Net Proceeds from the sales of Shares of at least \$325,000 per month, which amount shall be reduced on a pro-rata basis for any partial month and by the amount of Net Proceeds received by YAM during the prior month or months that in each case exceed \$325,000 per month or pro-rata portion thereof for any partial month (the \$325,000 threshold, as so adjusted, is referred to as the "Initial Monthly Threshold"), then the Selina Parties shall pay to YAM, pursuant to clause 4(C) below, an amount calculated as the Initial Monthly Threshold applicable to the prior month less the Net Proceeds received by YAM during the prior month (such monthly payments being referred to as the "Initial Top-Up Payments"). Once YAM has received the March Contribution in full from Net Proceeds or payments made pursuant to this Second Amendment (under this clause 4(A) or clause 5 below), YAM promptly shall inform the Selina Parties in writing and the Selina Parties shall have no further obligation to make any Initial Top-Up Payments.

- B. From the date YAM receives its March Contribution in full, via Net Proceeds and/or cash payments as contemplated in this Second Amendment, until the date YAM receives its 5% IRR via Net Proceeds and/or cash payments as contemplated in this Second Amendment (the “Top-Up End Date”), to the extent YAM does not receive Net Proceeds from the sales of Shares of at least \$200,000 per month, which amount shall be reduced on a pro-rata basis for any partial month and by the amount of Net Proceeds received by YAM during the prior month or months that in each case exceed \$200,000 per month or pro-rata portion thereof for any partial month (the \$200,000 threshold, as so adjusted, is referred to as the “Subsequent Monthly Threshold”), then the Selina Parties shall pay to YAM, pursuant to clause 4(C) below, an amount calculated as the Subsequent Monthly Threshold applicable to the prior month less the Net Proceeds received by YAM during the prior month (such monthly payments being referred to as the “Subsequent Top-Up Payments”). Once YAM has received its 5% IRR in full from Net Proceeds and/or payments made pursuant to this Second Amendment (under this clause 4(B) or otherwise), YAM promptly shall inform the Selina Parties in writing and the Selina Parties shall have no further obligation to make the Subsequent Top-Up Payments.

As used in this clause, the term “5% IRR” shall mean the aggregate amount equal to a 5% IRR on each of YAM’s equity contributions, from the date of each of YAM’s equity contributions per the Existing Agreements until the date YAM has received such IRR amount hereunder, provided that such calculation shall take into account amounts paid to YAM under the Existing Agreements.

- C. To provide for the payments to be made by the Selina Parties under clauses 4(A) and 4(B) above, YAM CAPITAL LLC (the “Agent”) shall establish an account (“Account”) with a reputable U.S. bank or financial firm. The following provisions shall apply in respect of the Account:
- (i) Such Account shall have a minimum balance of \$325,000 and be maintained until the Top-Up End Date.
 - (ii) On or before July 7, 2023, Selina initially shall fund the Account with \$325,000.
 - (iii) Starting in August 1, 2023, YAM shall have the right to withdraw funds from the Account each month, via a unilateral notice from YAM to the Agent (with a copy to Selina together with a notice provided by YAM’s Broker indicating YAM’s Net Proceeds for the prior month) (each a “Draw Notice”), equal to such amount (the “Draw Amount”) calculated as the required Initial Top-Up Payment or Subsequent Top-Up Payment payable for each such month, if any, based on the relevant Records reflecting the Net Proceeds received by YAM during the prior month. YAM’s right to withdraw funds from the Account starting August 1, 2023, is not contingent upon the Registered Shares being issued, registered, and/or tradeable.
 - (iv) Until the Top-Up End Date, if the Net Proceeds received by YAM for a month exceed the Initial Monthly Threshold or Subsequent Monthly Threshold, as applicable (such excess amounts, cumulatively, being referred to as the “Credits”), then the Credits shall reduce the next Draw Amount(s), on a dollar-for-dollar basis, until utilized in full, and the Credits so utilized shall no longer be considered as Credits hereunder. For example, if YAM were to receive \$350,000 in net proceeds during the first month and \$275,000 in Net Proceeds during the second month, then YAM would be able to draw \$25,000 from the Account in the third month.

- (v) Within three (3) Business Days after each Draw Notice, Selina shall add funds to the Account such that its balance will be equal to the \$325,000 minimum balance. If the Account is not funded to show a balance equal to such minimum balance, within said three (3) Business Days, a Second Amendment Default will have occurred (according to clause 12 below, which would automatically result in a Selina Event of Default as provided therein) without YAM needing to send an actual notice.
 - (vi) The costs for the services provided by the Agent shall be paid by Selina. Any funds remaining in the Account at the end of the Top-Up Period (that are not subject to any valid Draw Notice) shall be returned to Selina.
- D. As clarification, Selina's guarantee of the Unpaid Amounts under clause 5 of the Initial Separation Agreement shall continue to apply in respect of the amounts payable hereunder, which, for the avoidance of doubt, shall constitute payments towards such Remaining Separation Payment.
5. New Funding Round. From the Effective Date until the date YAM receives its March Contribution in full (the "Funding Period"), via the sale of Shares by YAM and/or payments made by a Selina Party as contemplated hereunder, if any Selina Party conducts new fundraising initiatives that close during the Funding Period such that Selina receives, in the aggregate, gross cash proceeds of more than \$25,000,000 (such cash proceeds above \$25,000,000 being the "Excess Proceeds") via the sale of equity, loans and/or convertible debt, Selina shall pay to YAM, within ten (10) calendar days after each calendar month during the Funding Period, one percent (1%) of the Excess Proceeds received by Selina during the prior month. Such proceeds, when paid to YAM, shall count towards payment of, and reduce the outstanding amount of, the March Contribution and, if there is any balance, towards the Remaining Separation Payment. As clarification, once YAM has received its March Contribution in full, it shall no longer be entitled to receive any Excess Proceeds.
6. Subscription Agreement and Registration Rights.
- A. Selina and YAM shall, on the Effective Date, enter into a subscription agreement substantially in the form attached hereto, for reference, as Exhibit A (the "Subscription Agreement"), which Subscription Agreement shall govern YAM's subscription for the Second Shares for \$9,502,244 (the "First Subscription Amount"), being the value of the Remaining Separation Payment, and its subscription for the Late Registration Shares for the Late Registration Fees (the "Second Subscription Amount"); it being understood, however, that in the event of any discrepancy between the provisions of this Second Amendment and/or the Separation Agreement and the Subscription Agreement, the Second Amendment and/or the Separation Agreement, as may be the case, shall prevail and accordingly, the parties shall, if necessary, procure any amendment to the Subscription Agreement required to give effect to the provisions of this Second Amendment and/or the Separation Agreement, as may be the case. Selina assumes, on behalf of PCN, responsibility for paying to YAM the Remaining Separation Payment, and Late Registration Fees, if applicable (acknowledging that the Second Shares are being issued to YAM as a means of providing YAM with a mechanism by which, through the Sale of the Second Shares, it may collect all or part of the Remaining Separation Payment and the Late Registration Fees owed to YAM in accordance with this Second Amendment), and in consideration for Selina's assumption of such payment obligation on behalf of PCN, PCN agrees to pay to Selina, on demand at any time after YAM has received payment of the Remaining Separation Payment and, if applicable, payment by Selina of the the Late Registration Fees, an amount equal to the Remaining Separation Payment plus the Late Registration Fees, if any, plus interest on such amounts at the rate of 1% per annum (or such other rate as Selina and PCN agree in writing from time to time, subject to clause 12 of the Initial Separation Agreement), accruing from the Effective Date (with regard to the Remaining Separation Payment) and from and after July 7, 2023 (with regard to the Late Registration Fees, if any). YAM and Selina agree that the obligation of YAM to pay the First Subscription Amount and, if applicable, the Second Subscription Amount under the Subscription Agreement, shall (without derogating the Selina Parties' obligations under this Second Amendment) be fully settled and discharged by way of set-off against YAM's right to payment of the Remaining Separation Payment, *subject to* YAM receiving via the Net Proceeds full and complete payment of the Remaining Separation Payment, and, it being understood, that until YAM receives complete and full payment of the March Contribution and the Remaining Separation Payment, Selina owes, and will continue to owe, the March Contribution and the Remaining Separation Payment to YAM, in accordance with the terms and conditions of this Second Amendment. It is also understood, that the Second Subscription Amount under the Subscription Agreement shall be fully settled and discharged by way of set-off against YAM's right to payment of, if applicable, the Late Registration Fees (being liquidated sums due and payable to YAM) by Selina hereunder.

- B. The Selina Parties hereby represent and warrant that the First Shares and 2,548,840 of the Second Shares have been registered for resale (the “Registered Shares”) under the resale registration statement on Form F-1, initially filed by Selina on November 30, 2022, amended on January 20, 2023 and declared effective on February 15, 2023 (the “Existing Registration Statement”), but that 3,700,000 of the Second Shares and the Late Registration Shares have not yet been registered for resale (the “Unregistered Shares”). Selina agrees that Selina will, at its sole cost and expense, file with the U.S. Securities and Exchange Commission (the “SEC”) (i) on or before July 7, 2023, a post-effective amendment to the Existing Resale Registration Statement (the “Post-Effective Amendment”) in order to update the financial and other relevant information such that the Existing Registration Statement may be relied upon by YAM in connection with the resale of the Registered Shares, and (ii) on or before July 15, 2023, a new resale registration statement on Form F-1 covering the Unregistered Shares (“New Registration Statement”). Selina shall use its commercially reasonable efforts to have the Post-Effective Amendment and the New Registration Statement declared effective as soon as practicable after the filing thereof.
- C. If the Post-Effective Amendment has not been declared effective, or is not otherwise deemed to have become effective, and the Registered Shares are not registered and tradeable on or before July 7, 2023, then Selina shall owe to YAM \$30,000 per week or any part of a week and subject to an aggregate maximum amount of \$240,000, after July 7, 2023, for a period of up to eight weeks in total ending on September 1, 2023 (the “Eight-Week Payments”), until the Post-Effective Amendment has been declared effective, or otherwise is deemed to have become effective. The amount of Eight-Week Payments to which YAM is entitled hereunder (the “Late Registration Fees”) shall be assumed by Selina and paid to YAM via the issuance to YAM of registered and tradeable ordinary shares of Selina at a value of \$1.00 per share (the “Late Registration Shares”), up to 240,000 ordinary shares in total, under the Subscription Agreement as set out in clause 6(A) above. The Late Registration Shares, if applicable, shall be issued to YAM, via the issuance of depositary receipts and recording the registration in the books and records of Selina’s transfer agent, within one (1) Business Day after the end of each week for which Late Registration Shares are owed to YAM.
- D. If the Post-Effective Amendment has not been declared effective, or is not otherwise deemed to have become effective, and the Registered Shares are not registered and tradeable on or before September 1, 2023, then Selina shall owe, and pay, to YAM \$25,000 per week (or any part of a week) after September 1, 2023 until the Post-Effective Amendment has been declared effective, or otherwise is deemed to have become effective. Such payments, if applicable, shall be payable by Selina on a weekly basis, within one (1) Business Day after the end of each calendar week with regard to any payments accrued for the previous week. Without prejudice of and in addition to the foregoing, the Selina Parties agree that if the Post-Effective Amendment has not been declared effective, or is not otherwise deemed to have become effective, and the Registered Shares are not registered and tradeable on or before September 1, 2023, then a Second Amendment Default will be deemed to have effectively, automatically, and immediately occurred; it being understood that no cure period is applicable and that no notice by YAM will be required in relation to said Second Amendment Default, irrespective of anything provided for to the contrary in clause 12 of this Second Amendment.
- E. In addition, if the New Registration Statement has not been declared effective, or is not otherwise deemed to have become effective, and the Unregistered Shares are not registered and tradeable on or before October 1, 2023, then Selina shall owe, and pay, to YAM \$30,000 per week (or any part of the week) after October 1, 2023 until the New Registration Statement has been declared effective, or otherwise is deemed to have become effective. Such payments, if applicable, shall be payable by Selina on a weekly basis, within one (1) Business Day after the end of each week with regard to any payments accrued for the previous week. Without prejudice of and in addition to the foregoing, the Selina Parties agree that if the New Registration Statement has not been declared effective, or is not otherwise deemed to have become effective, on or before November 1, 2023, then a Second Amendment Default will be deemed to have effectively, automatically, and immediately occurred; it being understood that no cure period is applicable and that no notice by YAM will be required in relation to said Second Amendment Default, irrespective of anything provided for to the contrary in clause 12 of this Second Amendment.

- F. Without derogating any of the Selina Parties' obligations under this Second Amendment and/or the Existing Agreements, Selina agrees to cause such New Registration Statement, or another shelf registration statement that includes the Unregistered Shares to be sold pursuant to the Subscription Agreement, as applicable, to remain effective until the earliest of (i) October 27, 2023, (ii) the date on which the YAM ceases to hold any of the Unregistered Shares issued pursuant to the Subscription Agreement, or (iii) on the first date on which the YAM is able to sell all of its Unregistered Shares issued pursuant to the Subscription Agreement under Rule 144 of the U.S. Securities Act of 1933 without limitation, including as to the manner of sale or the amount of such securities that may be sold and without the requirement for Selina to be in compliance with the current public information required under Rule 144(c)(1) (or Rule 144(i)(2), if applicable). With respect to Selina's obligations to include the Unregistered Shares issued pursuant to the Subscription Agreement for resale in one or more resale registration statements, YAM shall furnish in writing to Selina such information regarding YAM, the securities of Selina held by YAM, the intended method of disposition of such Shares, which shall be limited to non-underwritten public offerings, and such other information as shall be reasonably requested by Selina to effect the registration of such Shares, and shall execute such documents in connection with such registration as Selina may reasonably request that are customary of a selling stockholder in similar situations.
- G. In the event that Selina ceases to be a publicly traded company (including, but not limited to, any case where Selina shares are delisted from the stock exchange) without YAM having received full payment of the March Contribution and the Remaining Separation Payment within the twenty-one (21) calendar days prior to the date on which Selina will cease to be a publicly traded company, it will be understood that an automatic Second Amendment Default has occurred (according to clause 12 below, which would automatically result in a Selina Event of Default as provided therein) without YAM needing to send an actual notice.
7. **Buy-Out Payment.** Once YAM has received the March Contribution and an 8% IRR in full, via payments of Net Proceeds and/or payments made to YAM hereunder, such payments shall constitute the remaining Buy-Out Payment described in clause 6 of the Initial Separation Agreement and the Buy-Out Date under clause 10 of the Initial Separation Agreement shall be the date the last of such payments has been received by YAM. YAM shall notify Selina of the Buy-Out Date as soon as possible, and in any event within fifteen (15) calendar days, after it has occurred, and YAM shall (i) complete the Buy-Out Share Transfer and (ii) take all actions to release, or cause the release of, the Pledged Collateral (as such term is defined in the Pledge Agreement) under the Pledge Agreement, in each case within thirty (30) calendar days following the Buy-Out Date as contemplated in clause 6 of the Initial Separation Agreement. Upon the occurrence of the Buy-Out Date, and provided the Shares are fully registered and tradable, the Selina Parties, on one hand, and YAM, on the other hand, agree to waive all then existing and any previous claims, allegations and other disputes against each other and their respective affiliates under the Existing Agreements (the "Mutual Waiver"). The parties will reasonably co-operate with each other and sign such additional agreements as may be required to give effect to the Buy-Out Share Transfer, release of the Pledged Collateral and the Mutual Waiver under this clause.
8. **Announcements.** Selina shall, no later than ten (10) calendar days after the Effective Date (to the extent it deems necessary, the "Announcement Date"), issue a public announcement summarizing the material terms of the arrangements set out herein and including such other information as may be required by applicable securities laws (the "Announcement").
9. **Reimbursement of Costs.** Selina shall reimburse Yam Capital LLC for \$100,000 in legal and accounting fees relating to the transactions and matters hereunder, with \$40,000 to be paid on the Effective Date and an additional \$60,000 to be paid to YAM on or before July 7, 2023.
10. **Selina Parties' Waiver.** The Selina Parties, Selina affiliates, and/or any related parties, hereby waive, and fully and forever release, all and any existing, potential, or future claim, argument, any legal or other claim or action, whatsoever, against YAM and/or its manager and/or its partners and/or any person or entity on their behalf, in relation to, or that derived or resulted from, or that may derive or result from, YAM's actions and/or omissions and/or those of its manager and/or its partners and/or any person or entity on their behalf, up and until the Effective Date, including any actions and/or omissions under the Existing Agreements, including without limitation, in relation to the Pledge Agreement (hereinafter, the "Released Matters"), and, the Selina Parties, Selina affiliates, and/or any related parties agree not to sue, or to commence or continue any proceeding, concerning, any claim, contention, demand, duty, debt, liability, account, promise, agreement, damage, reckoning, obligation, cost, expense, lien, attorneys' fee, action or cause of action relating to the Released Matters, whether based on contract, tort, statutory, or other legal or equitable theory of recovery that any of them may possess arising from any omission, act or fact that have occurred or accrued up until and including the Effective Date.

11. Action or Omission Covenants regarding Selina Parties and Subsidiaries.

- A. Without derogating any of the parties' obligations under the Existing Agreements and this Second Amendment, the Selina Parties hereby covenant to:
- (i) on the Effective Date, deliver to YAM the audited financial statements for 2022 for Selina (as filed with the SEC), and for SOP1, along with the balance sheet and profit and loss statement of PCN used to prepare said audited financial statements. In addition to the foregoing, within seven (7) Business Days from the Effective Date, Selina will deliver to YAM written confirmation from SOP1's auditors that said working files were used by the companies to prepare the audited financial statements for 2022 for SOP1; and
 - (ii) within seven (7) Business Days from the Effective Date, deliver to YAM the consolidated unaudited financial results for Selina for Q1 2023 (as filed with the SEC), and the unaudited 2022 profit and loss statement and balance sheet for PCN, prepared in accordance with International Financial Reporting Standards (IFRS).
 - (iii) upon request from YAM, and within two (2) Business Days after YAM's request, any supporting documents (related to PCN, the Company Subsidiaries (as said term is defined in the Shareholders Agreement), the Company Properties (as said term is defined in the Shareholders Agreement), and/or their operations) required YAM, including without limitation, invoices, receipts, loan agreements, with third parties and/or intercompany, lease agreements, records, and/or wire transfers, and make available any other books and records for inspection and copying by YAM, or its agent or representatives, during reasonable business hours in relation, to any Company Subsidiaries and/or Company Properties.
- B. Without prejudice of, and in addition to, that provided in Sections 6.8 and 6.9 of the Shareholders Agreement, the Selina Parties will not make, without YAM's prior written approval and consent, any change, in any way whatsoever, and/or make or take any decisions, actions, omissions, or anything else, in PCN and/or in any of the Company Subsidiaries that adversely affects YAM's interests and rights in this Second Amendment and/or in the Existing Agreements, including, without limitation the following: (a) the direct or indirect sale or transfer of shares and/or rights (contractual or otherwise); (b) the issuance or sale of any shares of capital stock or securities convertible or exchangeable for any shares of capital stock of PCN and/or the Company Subsidiaries; (c) the direct or indirect sale or transfer of any rights, contractual or otherwise, of any Company Properties; and, (d) the constitution of liens or encumbrances over assets or over the Company Properties. Without prejudice of the foregoing, it is understood that any changes, decisions, actions, omissions, or anything else, in PCN and/or Company Subsidiaries that are within PCN's and/or the Company Subsidiaries' ordinary course of business, will not be considered to adversely affect YAM (for purposes of the foregoing, "ordinary course of business" refers to the usual day-to-day manner and range of business of a company dedicated to the operation of hotels, motels, or hostels similar to the Company Properties, that implements the best standards and international practices in relation to its daily and usual operations and business activities). For purposes of preserving YAM's rights and interests in this Second Amendment and in the other Existing Agreements, as may be the case, the Selina Parties shall cooperate with any requests from YAM in relation to the making of any filings or granting any powers of attorney required, concerning any registration of the Separation Agreement and/or this Second Amendment, or any other agreements, writs, forms, or any other type of documents, in Costa Rica as per Chattel Guarantee Law No. 9,246 of Costa Rica and/or any other applicable laws concerning the same, it being understood that if for purposes of the foregoing it is necessary for any of the Selina Parties to sign and execute an amendment or amendments of the chattel guarantee contract (*contrato de garantía mobiliaria con desplazamiento*), dated as of September 29, 2021, entered into by YAM and PCN, the Selina Parties hereby covenant to do so immediately upon YAM's request. The parties agree that a default by any of the Selina Parties of any of the obligations established in this clause 11(B) of this Second Amendment, will be considered to be an automatic Second Amendment Default (according to clause 12 below, which would automatically result in a Selina Event of Default as provided therein) without YAM needing to send an actual notice. Selina hereby fully guarantees the foregoing.

12. Second Amendment Default. Any of the parties to this Second Amendment shall be in default hereunder (a “Second Amendment Default”) upon the occurrence of any of the following: should any party fail to perform any obligation and/or breach any representation, warranty, or covenant set forth in this Second Amendment which lack of performance and/or breach continues for a period of three (3) calendar days after written notice thereof has been given by the party claiming to be affected by such lack of performance and/or breach. Without prejudice of the foregoing, the parties agree that as indicated in clauses 4 (C)(iv), 6 (D), 6 (E), 6(G), 11(B), and 13(D), any such Second Amendment Default shall not be subject to any cure period, nor to any notice requirement.

The parties agree that upon occurrence of a Second Amendment Default and/or a Default under the Separation Agreement by any of the Selina Parties it will be understood that the Selina Parties have defaulted in their obligations under the Existing Agreements and that a Selina Event of Default (as said term is defined in the Pledge Agreement) has occurred because, as a consequence of the Second Amendment Default and/or a Default under the Separation Agreement by any of the Selina Parties, the Selina Parties will be considered and deemed to have triggered a “Selina Event of Default” as per the Pledge Agreement. As such, YAM may proceed to send notice that a Selina Event of Default, and the Selina Parties hereby covenant not to challenge, oppose, or in any manner disprove or discredit, said Selina Event of Default notice under the Pledge Agreement.

For purposes of, and in addition to, the foregoing, the parties hereby agree that notwithstanding any disposition to the contrary in the JV Agreement and/or in the Shareholders Agreement and/or any other of the Existing Agreements, YAM’s “put right” under the JV Agreement shall have been considered to have been automatically, duly, and timely exercised upon, and on the date of, the sending of said Selina Event of Default notice, and that the payment to YAM as a result of such exercise of the “put right” shall be considered to be due and payable on the date on which YAM sent said Selina Event of Default notice. For purposes of the foregoing, the parties hereby agree that the payment to be made to YAM upon exercise of said “put right” shall be equivalent to the sum of the March Contribution and the Remaining Separation Payment (i.e., \$12,264,199), minus any proceeds received by YAM under this Second Amendment until the date on which YAM sent said Selina Event of Default notice; it being understood that any proceeds from Shares that YAM may sell after the Second Amendment Default and/or a Default under the Separation Agreement, are to be deducted from the aforementioned sum. It is also understood that, and it is so hereby agreed by, the Selina Parties, that the Selina Parties shall be jointly and severally liable for the aforementioned defaults and therefore jointly and severally liable for all of the aforementioned obligations and payments to YAM, including, without limitation, payment of the accelerated “put right” under the JV Agreement (in accordance with, and as amended by, this clause 12 of this Second Amendment).

Notwithstanding the fact that any of the parties may allow the other party to default on their obligations once or more than once, or may allow the other party to partially perform or perform their obligations under this Second Amendment, in any way other or later than as agreed, or does not demand full performance of said obligations or does not exercise its corresponding contractual or legal rights, shall not be deemed to be or interpreted as an amendment of this Second Amendment, and shall not in the future prevent such party from demanding full and specific performance of each of the other party’s obligations or the exercise of its legal rights.

13. Miscellaneous Provisions.

- A. The term “Business Day” as used herein means any day except Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in the City of New York, New York.
- B. All Existing Agreements between the parties shall stay in effect unless explicitly amended by this Second Amendment, and any breach of this Second Amendment (i.e., a Second Amendment Default as per clause 12 above) shall, unless otherwise stated herein, constitute a “Default” under the Separation Agreement (but subject to a cure period of three (3) calendar days after notice of a Default has been provided by YAM, rather than ten (10) Business Days) as set out in clause 16 of the Initial Separation Agreement.
- C. Except as amended and supplemented hereby, the Separation Agreement and the other Existing Agreements are in all respects ratified and confirmed, and all the terms, provisions and conditions thereof shall remain in full force and effect, and the provisions and conditions amended and supplemented herein shall be deemed a part thereof.

- D. The details of this Second Amendment and the transactions contemplated herein may constitute material non-public information relating to Selina (“MNPI”) and as such, YAM shall comply with its obligations under U.S. securities laws, which may include restrictions on the ability of YAM (and/or the ability of its affiliates, officers, directors and representatives who have knowledge of the transactions contemplated herein) to trade in the shares of Selina so long as such information remains confidential; provided that if the information has not been disclosed via an Announcement on or before the Announcement Date, Selina will have deemed such information to not constitute MNPI; it being understood, as well, that upon issuance of the Announcement, the details of this Second Amendment and the transactions contemplated herein shall no longer constitute MNPI. The parties hereby agree that if, as a result of the foregoing, YAM is restricted of its ability (and/or the ability of its affiliates, officers, directors and representatives who have knowledge of the transactions contemplated herein) to trade in the shares of Selina, it will be understood that an automatic Second Amendment Default has occurred (according to clause 12 above, which would automatically result in a Selina Event of Default as provided therein) without YAM needing to send an actual notice.
- E. If any clause or provision of this Second Amendment is declared null and void and without effect, it shall be understood that this does not affect in any way whatsoever the full validity, enforceability and effect of the remaining clauses and provisions thereof, which shall be interpreted so as to confer upon them the maximum validity, enforceability and effect, as agreed.
- F. In the event that it should be determined that any of the terms and conditions of this Second Amendment are in breach of or are contrary to the terms and conditions of the Separation Agreement and/or the other Existing Agreements, the terms and conditions of this Second Amendment shall prevail over the terms of the Separation Agreement and/or the other Existing Agreements, as applicable.
- G. All notices, demands and other communications hereunder shall be in writing or by facsimile or by electronic mail, and shall be deemed to have been duly given if delivered personally or by overnight courier or if mailed by certified mail, return receipt requested, postage prepaid, or sent by facsimile or electronic mail, as follows:

If to Selina, to:

27 Old Gloucester Street
London
WC1N 3AX
United Kingdom
Attention: Jonathon Grech
E-mail: companysecretary@selina.com

If to Selina Management Panamá, S.A., to:

Corregimiento de Santa Ana, Casco Antiguo
Calle 12 y Avenida B
Edificio Bola de Oro, 2do Piso
Selina Coworking Office
Panamá, República de Panamá
Attention: Alexandra Michelle Call del Pino
E-mail: alexandrac@selina.com

If to YAM, to:

Yoav Lachover
915 Ladbroke Ln.
Alpharetta, GA 30022
United States of America
E-mail: ylconsulting@gmail.com

With a copy to:

Morgan & Morgan Legal
MMG Tower
23rd Floor
Avenida Paseo del Mar
Costa del Este, Panama
Panama
Attention: Aristides Anguizola
E-mail: aristides.anguizola@morimor.com

If to PCN, to:

Calle 12 y Avenida B
Edificio Bola de Oro
Casco Antiguo
Ciudad de Panama
República de Panama
Attention: Alexandra Michelle Call del Pino
E-mail: alexandrac@selina.com

- H. This Second Amendment, its validity, interpretation, performance, execution or termination, shall be governed by the laws of the Republic of Panama, excluding its conflict of law rules; and any conflict, disagreement or dispute arising in relation to such validity, interpretation, performance, execution or termination shall be exclusively subject to, and resolved, by the ordinary courts in Panama City, Panama, of the First Judicial Circuit of Panama.
- I. This Second Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original and will become effective when one or more counterparts have been signed by a party and delivered to the other parties.
- J. Capitalized terms which are not defined, but used, herein shall have the meanings ascribed to such terms under the Existing Agreements.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Second Amendment with effect as of the Effective Date.

/s/ ALEXANDRA CALL

Selina Hospitality PLC

By: Alexandra Call

Date: June 23, 2023

/s/ ALEXANDRA CALL

Selina Operation One (1), S.A.

By: Alexandra Call

Date: June 23, 2023

/s/ YOAV LACHOVER

YAM at Selina Ops LP

By: Yoav Lachover

Date: June 23, 2023

/s/ RAFAEL MUSERI

PCN Operations, S.A.

By: Rafael Museri

Date: June 23, 2023

/s/ ALEXANDRA CALL

Selina Management Panamá, S.A.

By: Alexandra Call

Date: June 23, 2023

SUBSCRIPTION AGREEMENT

Selina Hospitality plc
27 Old Gloucester Street
London
WC1N 3AX
United Kingdom

Ladies and Gentlemen:

This Subscription Agreement (this "Subscription Agreement") is being entered into as of June 23, 2023 (the "Subscription Date"), by and between Selina Hospitality plc (the "Issuer"), and YAM at Selina Ops LP (the "Investor"), in connection with the settlement of liabilities (subject to the terms and conditions of the Amendment Agreement) of up to \$9,742,244 in the aggregate (the "Liabilities") owed to Investor by one or more of Issuer's subsidiary companies under certain agreements entered into by and among (to the extent applicable) Investor, Issuer, PCN Operations, S.A., Selina Operation One (1), S.A., and Selina Management Panamá, S.A., including, but not limited to, a joint venture agreement dated September 1, 2017, as thereafter amended, shareholders' agreement dated as of December 10, 2020, a pledge agreement dated as of August 17, 2021 and amended on October 12, 2021 and a separation agreement dated as of June 3, 2022, as modified by an amendment agreement dated December 23, 2022 and as further modified by an amendment agreement dated on or about the date hereof (the "Amendment Agreement"), in each case relating to a joint venture arrangement, documented by various agreements as indicated in the Amendment Agreement, governing certain operations of the Issuer's group in Panama, Costa Rica and Nicaragua (as amended and supplemented, the "Existing Agreements").

The Issuer now desires to assume all or a portion of the Liabilities and settle the Liabilities (subject to the terms and conditions of the Amendment Agreement), which represent liquidated sums, via the issuance of up to 6,488,840 ordinary shares having a nominal value of \$0.005064 each (rounded to six decimal places) in a private placement that is exempt from registration under Section 4(a)(2) ("Section 4(a)(2)") of the U.S. Securities Act of 1933 (the "Securities Act"), for up to an aggregate amount of \$9,742,244, determined as follows: (i) 6,248,840 ordinary ("First Shares") at a price of \$1.52064127 per share, for an aggregate subscription price of \$9,502,244 ("First Subscription Amount"); and (ii) up to 240,000 additional ordinary shares, with the final amount of such additional shares being equal to the "Late Registration Shares" (the "Second Shares"), at \$1.00 per share and an aggregate subscription price equal to the "Late Registration Fees" (the "Second Subscription Amount"), in each case as such Late Registration Shares and Late Registration Fees are calculated in accordance with and to the extent applicable under the Amendment Agreement (the sum of First Shares and, if applicable, the Second Shares being referred to as the "Shares"; and the sum of the First Subscription Amount and, if applicable, the Second Subscription Amount being referred to as the "Subscription Amount").

In connection therewith, and in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, set forth herein, and intending to be legally bound hereby, each of the Investor and Issuer acknowledges and agrees as follows:

1. Subscription. Subject to and conditional upon the Issuer and Investor entering into the Amendment Agreement, the Investor hereby irrevocably subscribes for and agrees to purchase from the Issuer, and the Issuer agrees to allot and issue and sell to the Investor for the First Subscription Amount, and if applicable, the Second Subscription Amount, the First Shares, and as applicable, the Second Shares, in each case subject to the conditions set forth herein.
2. Closing.
 - a. Within five (5) calendar days after the Subscription Date and subject to and conditional upon (i) payment of the First Subscription Amount and (ii) satisfaction of the Closing Conditions, the Issuer shall issue and allot (or cause to be issued and allotted) to Investor the First Shares, which Shares initially shall be registered in the name of the Investor with Issuer's transfer agent (the date of such registration being the "First Closing Date").
 - b. On or before September 10, 2023 and subject to and conditional upon (i) the Late Registration Shares being earned by Investor under the Amendment Agreement, (ii) payment of the Second Subscription Amount and (iii) satisfaction of the Closing Conditions, the Issuer shall issue and allot (or cause to be issued and allotted) to Investor the Second Shares, which Shares initially shall be registered in the name of the Investor with Issuer's transfer agent (the date of such registration being the "Second Closing Date").

3. Closing Conditions.

- a. The obligation of the Issuer to consummate the sale and issuance of the Shares on the First Closing Date, and if applicable, the Second Closing Date pursuant to this Subscription Agreement (in each case, the “Closing”) shall be subject to the additional conditions (which may be waived in writing by the Issuer) that Investor has complied with its obligations under the Amendment Agreement and all representations and warranties of the Investor contained in this Subscription Agreement are true and correct in all material respects at and as of the relevant Closing Date (except for those representations and warranties that speak as of a specified earlier date, which shall be so true and correct in all material respects as of such specified earlier date) (the “Closing Conditions”), and consummation of the relevant Closing shall constitute a reaffirmation by the Investor of each of the representations and warranties of the Investor contained in this Subscription Agreement in all material respects as of the relevant Closing Date (except those that speak as of a specified earlier date).
- b. The obligation of the Investor to consummate the purchase of, and subscription for, the Shares pursuant to this Subscription Agreement shall be subject to the condition (which may be waived in writing by the Investor) that all representations and warranties of the Issuer contained in this Subscription Agreement shall be true and correct in all material respects at and as of the relevant Closing Date (except for those representations and warranties that speak as of a specified earlier date, which shall be so true and correct in all material respects as of such specified earlier date), and consummation of the relevant Closing shall constitute a reaffirmation by the Issuer of each of the representations and warranties of the Issuer contained in this Subscription Agreement in all material respects as of the relevant Closing Date (except those that speak as of a specified earlier date).

4. Further Assurances. At the relevant Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the subscription as contemplated by this Subscription Agreement.

5. Issuer’s Representations and Warranties. The Issuer represents and warrants to the Investor that:

- a. As of the relevant Closing Date, the Issuer is validly existing under the laws of England and Wales. The Issuer has all requisite power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement.
- b. As of the relevant Closing Date, the Shares will be duly authorized and, when issued and delivered to the Investor against full payment therefor in accordance with the terms of this Subscription Agreement, the Shares will be validly issued, fully paid up and will not have been issued in violation of any preemptive or similar rights created under the Issuer’s articles of association (as amended on or prior to the Closing Date) or under the Companies Act 2006.
- c. This Subscription Agreement has been duly authorized, executed and delivered by the Issuer and, assuming that this Subscription Agreement constitutes the valid and binding agreement of the Investor, this Subscription Agreement is enforceable against the Issuer in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium or other applicable laws relating to or affecting the rights of creditors generally, or (ii) principles of equity, whether considered at law or equity.
- d. The sale and issuance of the Shares and the compliance by the Issuer with all of the provisions of this Subscription Agreement and the consummation of the transactions contemplated herein will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Issuer or any of its subsidiaries pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer or any of its subsidiaries is a party or by which the Issuer or any of its subsidiaries is bound or to which any of the property or assets of the Issuer is subject that would reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Issuer and its subsidiaries, taken as a whole (a “Material Adverse Effect”) or materially affect the validity of the Shares or the legal authority of the Issuer to comply in all material respects with the terms of this Subscription Agreement; (ii) result in any violation of the provisions of the constitutional documents of the Issuer; or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Issuer or any of its properties that would reasonably be expected to have a Material Adverse Effect or materially affect the validity of the Shares or the legal authority of the Issuer to comply in all material respects with this Subscription Agreement.

- e. The Issuer is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other governmental authority, self-regulatory organization or other person in connection with the execution, delivery and performance by the Issuer of this Subscription Agreement (including, without limitation, the issuance of the Shares), other than (i) filings with the SEC, (ii) filings required by applicable state securities laws, (iii) filings required by Nasdaq, and (iv) the failure of which to obtain would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.
 - f. Assuming the accuracy of the Investor's representations and warranties set forth in Section 6, no registration under the Securities Act is required for the offer and sale of the Shares by the Issuer to the Investor hereunder. The Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.
 - g. The Issuer has not engaged any broker, finder, commission agent, placement agent or arranger in connection with the sale of the Shares, and the Issuer is not under any obligation to pay any broker's fee or commission in connection with the sale of the Shares.
6. Investor Representations and Warranties. The Investor represents and warrants to the Issuer that:
- a. The Investor (i) has the knowledge and experience in finance and business matters to be able to evaluate the risks and merits of the investment, (ii) is acquiring the Shares for its own account or for an account over which it exercises sole discretion, and (iii) is not acquiring the Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act. The Investor is not an entity formed for the specific purpose of acquiring the Shares.
 - b. The Investor acknowledges and agrees that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act, in reliance on an exemption under Section 4(a)(2), and that the offer and sale of the Shares have not been registered under the Securities Act. The Investor acknowledges and agrees that the Shares may not be offered, resold, transferred, pledged or otherwise disposed of by the Investor absent an effective registration statement under the Securities Act except (i) to the Issuer or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and in each of clauses (i) and (iii) in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any certificates or book entries representing the Shares shall contain a restrictive legend or notation to such effect. The Investor acknowledges and agrees that the Shares will be subject to transfer restrictions to the extent that they have not yet been registered under an effective resale registration statement and, as a result of these transfer restrictions, the Investor may not be able to readily offer, resell, transfer, pledge or otherwise dispose of the Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. The Investor acknowledges and agrees that it has been advised to consult legal counsel prior to making any offer, resale, transfer, pledge or disposition of any of the Shares.
 - c. The Investor acknowledges and agrees that the Investor is subscribing for and purchasing the Shares from the Issuer. The Investor further acknowledges that there have been no representations, warranties, covenants and agreements made to the Investor by or on behalf of the Issuer or any of its affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements of the Issuer expressly set forth in Section 5 of this Subscription Agreement. The Investor acknowledges that certain information provided by the Issuer was based on projections and such projections were based on assumptions and estimates that are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties (including without limitation those included in the investor presentation provided to the Investor) that could cause actual results to differ materially from those contained in the projections. The Investor further acknowledges that the information provided to the Investor is preliminary and subject to change.

- d. The Investor's acquisition and holding of the Shares will not constitute or result in a non-exempt prohibited transaction under Section 406 of the Employee Retirement Income Security Act of 1974, as amended, Section 4975 of the Internal Revenue Code of 1986, as amended, or any applicable similar law.
- e. The Investor acknowledges and agrees that the Investor (i) has received access to, and has had an adequate opportunity to review, such financial and other information as the Investor deems necessary in order to make an investment decision with respect to the Shares, including, without limitation, the resale registration statement on Form F-1 filed by the Issuer on November 30, 2022, amended on January 20, 2023 and declared effective on February 15, 2023 (the "Existing Resale Registration Statement") and such other information with respect to the Issuer and the business of the Issuer and its subsidiaries as the Investor deems appropriate, (ii) has made its own assessment, and (iii) is satisfied concerning the relevant tax and other economic considerations relevant to the Investor's investment in the Shares. The Investor acknowledges and agrees that the Investor and the Investor's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as the Investor and such Investor's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares.
- f. The Investor became aware of this offering of the Shares solely by means of direct contact between the Investor and the Issuer, and the Shares were offered to the Investor solely by direct contact between the Investor and the Issuer. The Investor did not become aware of this offering of the Shares, nor were the Shares offered to the Investor, by any other means. The Investor acknowledges that the Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws. The Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, the Issuer or any of its respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing), other than the representations and warranties of the Issuer contained in Section 5 of this Subscription Agreement, in making its investment or decision to invest in the Issuer.
- g. The Investor acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Shares (including, without limitation, the risks included in the Existing Resale Registration Statement). The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, and the Investor has sought such accounting, legal and tax advice as the Investor has considered necessary to make an informed investment decision.
- h. Alone, or together with any professional advisor(s), the Investor has adequately analyzed and fully considered the risks of an investment in the Shares and determined that the Shares are a suitable investment for the Investor and that the Investor is able at this time and in the foreseeable future to bear the economic risk of a total loss of the Investor's investment in the Issuer.
- i. In making its decision to purchase the Shares, other than that provided for, and in relation to, the Amendment Agreement, the Investor has relied solely upon independent investigation made by the Investor. Without limiting the generality of the foregoing, the Investor has not relied on any statements or other information about the Issuer or the offer of the Shares provided by or on behalf of any bankers, counsel or advisors to the Issuer or its affiliates.
- j. The Investor acknowledges and agrees that no governmental agency has passed upon or endorsed the merits of the offering of the Shares or made any findings or determination as to the fairness of this investment.
- k. The Investor, if not an individual, has been duly formed or incorporated and is validly existing and is in good standing under the laws of its jurisdiction of formation or incorporation, with power and authority to enter into, deliver and perform its obligations under this Subscription Agreement.

- l. The execution, delivery and performance by the Investor of this Subscription Agreement are within the powers of the Investor, have been duly authorized and will not constitute or result in a breach or default under or conflict with any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Investor is a party or by which the Investor is bound, and, if the Investor is not an individual, will not conflict with or violate any provisions of the Investor's organizational documents, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable. The signature on this Subscription Agreement is genuine, and the signatory, if the Investor is an individual, has legal competence and capacity to execute the same or, if the Investor is not an individual, the signatory has been duly authorized to execute the same, and this Subscription Agreement has been duly executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.
- m. The Investor is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or in any Executive Order issued by the President of the United States and administered by OFAC ("OFAC List"), or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. The Investor agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that the Investor is permitted to do so under applicable law. If the Investor is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "BSA"), as amended by the USA PATRIOT Act of 2001 (the "PATRIOT Act"), and its implementing regulations (collectively, the "BSA/PATRIOT Act"), the Investor maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. To the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including, without limitation, the OFAC List. To the extent required by applicable law, the Investor maintains policies and procedures reasonably designed to ensure that the funds held by the Investor and used to purchase the Shares were legally derived.
- n. The Investor does not have, as of the date hereof, and during the 30-day period immediately prior to the date hereof such Investor has not entered into, any "put equivalent position" as such term is defined in Rule 16a-1 under the Securities Exchange Act of 1934 (as amended, the "Exchange Act") or short sale positions with respect to the securities of the Issuer. Notwithstanding the foregoing, in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Subscription Agreement.
7. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, (i) upon the mutual written agreement of each of the Investor and the Issuer, (ii) in the event the Amendment Agreement is not fully executed by the parties within two (2) calendar days after the Subscription Date, (iii) in the event Investor terminates the Amendment Agreement pursuant to its terms, or (iv) the occurrence of a material breach by a party, which material breach is not cured by such party within a period of seven (7) calendar days after notice of the breach has been provided to it (each a "Termination Event"); provided that nothing herein will relieve any party from liability for any willful and material breach of any covenant, agreement, obligation, representation or warranty hereunder prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from any such willful and material breach. Upon the occurrence of any Termination Event, any monies paid by the Investor to or on behalf of the Issuer in connection herewith shall promptly (and in any event within three (3) calendar days following the Termination Event) be returned to the Investor.

8. Miscellaneous.

- a. Neither this Subscription Agreement nor any rights that may accrue to the Investor hereunder (other than the Shares acquired hereunder, if any) may be transferred or assigned.
- b. The Issuer may request from the Investor such additional information as the Issuer may deem reasonably necessary or advisable to register the resale of the Shares and evaluate the eligibility of the Investor to acquire the Shares, and the Investor shall promptly provide any such information so requested. Without limiting the generality of the foregoing or any other covenants or agreements in this Subscription Agreement, the Investor acknowledges that the Issuer may file a copy of this Subscription Agreement with the U.S. Securities and Exchange Commission ("SEC") as an exhibit to a current or periodic report, or a registration statement of the Issuer.
- c. The Investor acknowledges that the Issuer and others will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement. Prior to the Closing, the Investor agrees to promptly notify the Issuer if any of the acknowledgments, understandings, agreements, representations or warranties set forth in Section 6 above are no longer accurate in any material respect (other than those acknowledgments, understandings, agreements, representations and warranties qualified by materiality, in which case the Investor shall notify the Issuer if they are no longer accurate in any respect). The Investor acknowledges and agrees that each purchase by the Investor of Shares from the Issuer will constitute a reaffirmation of the acknowledgments, understandings, agreements, representations and warranties herein (as modified by any such notice) by the Investor as of the time of such purchase.
- d. The Investor acknowledges and agrees that neither it, nor any person or entity acting on its behalf or pursuant to any understanding with the Investor, shall, directly or indirectly, engage in any hedging activities or execute any Short Sales with respect to any Shares or any securities of Issuer or any instrument exchangeable for or convertible into any Shares or any securities of Issuer prior to the Closing or the earlier termination of this Subscription Agreement in accordance with its terms. "Short Sales" shall include, without limitation, all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act and all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including, without limitation, on a total return basis), and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers.
- e. The Issuer is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby; provided, however, that the foregoing clause of this Section 8(e) shall not give the Issuer any rights other than those expressly set forth herein.
- f. All of the agreements, representations and warranties made by each party hereto in this Subscription Agreement shall survive the relevant Closing.
- g. This Subscription Agreement may not be terminated other than pursuant to the terms of Section 7 above. The provisions of this Subscription Agreement may not be modified, amended or waived except by an instrument in writing, signed by each of the parties hereto. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.
- h. This Subscription Agreement (including, without limitation, the schedule hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof. Except as expressly set forth herein, this Subscription Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successor and assigns, and the parties hereto acknowledge that any such persons so referenced are third party beneficiaries of this Subscription Agreement for the purposes of, and to the extent of, the rights granted to them, if any, pursuant to the applicable provisions.
- i. Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

- j. If any provision of this Subscription Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.
- k. This Subscription Agreement may be executed in one or more counterparts (including, without limitation, by facsimile or electronic mail or in .pdf) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.
- l. The parties hereto acknowledge and agree that irreparable damage would occur if any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Subscription Agreement, without posting a bond or undertaking and without proof of damages, to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.
- m. Any notice or communication required or permitted hereunder to be given to the Investor shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, to such address(es) or email address(es) set forth on the signature page hereto, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iii) four (4) calendar days after the date of mailing to the address below or to such other address or addresses as the Investor may hereafter designate by notice to the Issuer.
- n. THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF) AS TO ALL MATTERS (INCLUDING ANY ACTION, SUIT, LITIGATION, ARBITRATION, MEDIATION, CLAIM, CHARGE, COMPLAINT, INQUIRY, PROCEEDING, HEARING, AUDIT, INVESTIGATION OR REVIEWS BY OR BEFORE ANY GOVERNMENTAL ENTITY RELATED HERETO), INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE CHANCERY COURT OF THE STATE OF DELAWARE (OR, IF THE CHANCERY COURT OF THE STATE OF DELAWARE DECLINES TO ACCEPT JURISDICTION, THE SUPERIOR COURT OF THE STATE OF DELAWARE, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE) SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS SUBSCRIPTION AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN THIS SECTION 8(n) OF THIS SUBSCRIPTION AGREEMENT OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SUBSCRIPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 8(n).
- o. Capitalized terms which are used, but which are not defined herein shall have the meanings ascribed to such terms under the Amendment Agreement.
9. Disclosure. The Issuer may, within ten (10) calendar days following the date of this Subscription Agreement, issue one or more press releases or file with the SEC a report on Form 6-K (collectively, the “Disclosure Document”) disclosing all material terms of the transactions contemplated hereby. Upon the issuance of the Disclosure Document, to the actual knowledge of Issuer, the Investor shall not be in possession of any material, non-public information received from Issuer or any of its officers, directors, or employees or agents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Investor has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

YAM AT SELINA OPS LP

By: /s/ YOAV LACHOVER

Print name: Yoav Lachover

Title: Manager

Date: June 23, 2023

Address: _____

IN WITNESS WHEREOF, the Issuer has accepted this Subscription Agreement as of the date set forth below.

SELINA HOSPITALITY PLC

By: /s/ RAFAEL MUSERI

Print name: Rafael Museri

Title: Director

Date: June 23, 2023