As filed with the Securities and Exchange Commission on September 14, 2026

Registration No. 333-

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

Form F-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GLOBALFOUNDRIES Inc.
(Exact Name of Registrant as Specified in Its Charter)

N/A

(Translation of Registrant's name into English)

Cayman Islands	**98-0604079**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)

400 Stonebreak Road Extension
Malta, NY 12020
(518) 305-9013
(Address and Telephone Number of Registrant's Principal Executive Offices)

Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808
(800) 927-9801
(Name, Address and Telephone Number of Agent For Service)

Copies to:

Adam Fleisher, Esq. **Shuangjun Wang, Esq.** **Cleary Gottlieb Steen & Hamilton LLP** **One Liberty Plaza** **New York, New York 10006** **(212) 225-2000**	**Mayme Donohue** **Benjamin Cooper** **Hunton Andrews Kurth LLP** **951 East Byrd Street** **Richmond, VA 23219** **(804) 787-8021**

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.C. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.C. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging Growth Company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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 7(a)(2)(B) of the Securities Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

9,907,399 Ordinary Shares

GLOBALFOUNDRIES Inc.

The United States Department of Commerce (the "Selling Shareholder") may from time to time offer up to 9,907,399 aggregate ordinary shares (the "Shares") of GLOBALFOUNDRIES Inc. (the "Company"). The Selling Shareholder may transfer or assign some or all of the Shares to certain third parties, who may then also become selling shareholders under this registration statement (any such third parties together with the Selling Shareholder, the "Selling Shareholders"). See "Principal and Selling Shareholders" beginning on page 8 for more information. This prospectus describes some of the general terms that may apply to an offering of the Shares and the general manner in which they may be offered. When the Selling Shareholders offer the Shares, the specific terms of an offering of the Shares, including the offering price, the specific number of the Shares to be offered and the specific manner in which they may be offered, will be described in the supplements to this prospectus. Any applicable prospectus supplements may also supplement, update or amend information contained in this prospectus, including information about the Selling Shareholder and information about the Company and our ordinary shares. You should read this prospectus and any applicable prospectus supplement, together with the documents we incorporate by reference, before you invest.

The Shares registered pursuant to the registration statement of which this prospectus forms a part may be offered or sold to or through underwriters, agents or dealers. More information about how the Shares may be offered and sold is set forth in the section entitled "Plan of Distribution" beginning on page 24. To the extent applicable, any applicable prospectus supplement may describe additional details with respect to the plan of distribution for that offering.

The Selling Shareholder acquired the Shares pursuant to a Securities Issuance Agreement, dated September 3, 2026 by and between the Company and the Selling Shareholder (the "SIA"), and we are registering the Shares pursuant to certain registration rights provisions set forth in the SIA. We are not selling any ordinary shares under this prospectus and will not receive any proceeds from the sale of the Shares by the Selling Shareholders. Our ordinary shares are listed and traded on the Nasdaq Global Select Market ("Nasdaq") under the symbol "GFS." The last reported sale price of our ordinary shares on Nasdaq on September 11, 2026 was $46.95 per share.

Investing in our ordinary shares involves risks. See "Risk Factors" beginning on page 6 of this prospectus, any risk factors included in any applicable prospectus supplement, and in the documents incorporated by reference in this prospectus before investing in our ordinary shares.

Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of these Shares or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

PROSPECTUS DATED September 14, 2026

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You should rely only on the information contained or incorporated by reference in this prospectus, in any related prospectus supplement or contained in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the Selling Shareholder have not, and the underwriters have not, authorized anyone to provide any information or make any representations other than those contained in this prospectus or in any prospectus supplement or free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the Selling Shareholder take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. The Selling Shareholders are offering to sell, and seeking offers to buy, the Shares only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the Shares. Our results of operations, financial condition, business and prospects may have changed since such date.

For investors outside of the United States: neither we, nor the Selling Shareholder, nor any of the underwriters have done anything that would permit offerings under this prospectus or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the Shares and the distribution of this prospectus outside of the United States.

ABOUT THIS PROSPECTUS

In this prospectus, unless the context otherwise requires, the terms "GF," "the Company," "we," "us" and "our" in this prospectus refer to GLOBALFOUNDRIES Inc. and its consolidated subsidiaries.

This prospectus is part of a registration statement that we filed with the SEC, as a "well-known seasoned issuer" as defined in Rule 405 under the Securities Act of 1933 (the "Securities Act"), utilizing a "shelf" registration process. By using an automatic shelf registration statement, the Selling Shareholders may, at any time and from time to time, offer and sell the Shares described in this prospectus in one or more offerings.

This prospectus only provides a general description of the securities that the Selling Shareholders may offer. Each time the Selling Shareholders offer securities, we will prepare a prospectus supplement containing specific information about the particular offering and the terms of those securities. We may also add, update or change other information contained in this prospectus by means of a prospectus supplement or by incorporating by reference information we file with the SEC. If there is any inconsistency between the information in this prospectus and any applicable prospectus supplement, you should rely on the information in the applicable prospectus supplement. The registration statement that we filed with the SEC includes exhibits that provide more detail on the matters discussed in this prospectus. Before you invest in any securities offered by this prospectus, you should read this prospectus, any related prospectus supplement and the related exhibits filed with the SEC, together with the additional information described under the headings "Where You Can Find Additional Information" and "Incorporation by Reference."

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

We report under International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"). Our consolidated financial statements were not prepared in accordance with generally accepted accounting principles in the United States. We present our consolidated financial statements in U.S. dollars. References in this prospectus to "US$" or "$" refer to U.S. dollars, the official currency of the United States.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This prospectus and certain documents incorporated by reference herein contain certain statements that are, or may be deemed to be, "forward-looking statements" within the meaning of U.S. securities laws. These forward-looking statements are based on current expectations, estimates, forecasts and projections. These forward-looking statements appear in a number of places in this prospectus including, but not limited to, the sections titled "Prospectus Summary" and "Risk Factors." Words such as "expect," "anticipate," "should," "believe," "hope," "target," "project," "goals," "estimate," "potential," "predict," "may," "will," "might," "could," "intend," "shall," "outlook," "on track," and variations of these terms and similar expressions are intended to identify these forward-looking statements, although not all forward-looking statements contain these identifying words. Forward-looking statements are based on our management's beliefs and assumptions and on information currently available to our management.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance and our actual results of operations, financial condition and liquidity, and the development of the industries in which we operate may differ materially from those made in or suggested by the forward-looking statements contained in this prospectus and certain documents incorporated by reference herein. Important factors that could cause those differences include, but are not limited to:

- general global economic and geopolitical conditions, including impacts and uncertainty from trade disputes and tariffs on goods imported to the United States ("U.S.") and goods exported to other countries;
- our ability to manage reduced demand and average selling prices in a prolonged inflationary environment;
- the cyclical nature, volatility and seasonality of the semiconductor and microelectronics industry;
- our ability to secure and maintain design wins, particularly single-source design wins, and manage our long-term agreements;
- our reliance on a small number of customers;
- our business and operating strategies and plans for the development of existing and new businesses, ability to implement such strategies and plans and expected time;
- our expectations regarding the anticipated benefits of our acquisitions and our ability to successfully integrate acquired businesses;
- our expectations regarding funding we have received or plan to receive, including awards under the U.S. CHIPS and Science Act and New York State Green CHIPS;
- our future business development, financial condition, and results of operations;
- expected changes in our revenue, costs or expenditures;
- our assumptions and estimates regarding design wins;
- our expectations regarding demand for and market acceptance of our products and services;
- our expectations regarding our relationships with customers, contract manufacturers, component suppliers, third-party service providers, strategic partners and other stakeholders;
- our expectations regarding our capacity to develop, manufacture and deliver semiconductor products in fulfillment of our contractual commitments;
- our ability to conduct our manufacturing operations without disruptions;

- our ability to manage our capacity and production facilities effectively, including through technology transfers between our facilities;
- our ability to develop new technologies successfully and remain a technological leader;
- our ability to maintain control over expansion and facility modifications;
- our ability to generate growth or profitable growth;
- our ability to maintain and protect our intellectual property;
- our ability to hire and maintain qualified personnel;
- our effective tax rate or tax liability;
- our dividend policy;
- our ability to acquire required equipment and supplies necessary to meet customer demand;
- the increased competition from other companies and our ability to retain and increase our market share;
- developments in, or changes to, laws, regulations, governmental policies (including foreign governmental policies in response to changes to the U.S. government's foreign policy positions), incentives and taxation affecting our operations relating to our industry; and
- assumptions underlying or related to any of the foregoing.

We caution you that the foregoing list does not contain all of the forward-looking statements made in this prospectus.

Forward-looking statements include, but are not limited to, statements regarding our strategy and future plans, future business condition and financial results, our capital expenditure plans, our capacity management plans, expectations as to the commercial production using more advanced technologies, technological upgrades, investment in research and development, future market demand, future regulatory or other developments in our industry, business expansion plans or new investments as well as business acquisitions and financing plans. Please see "Risk Factors" for a further discussion of certain factors that may cause actual results to differ materially from those indicated by our forward-looking statements. Accordingly, you should not place undue reliance on these forward-looking statements. In any event, these statements speak only as of their dates, and we undertake no obligation to update or revise any of them, whether as a result of new information, future events or otherwise.

You should carefully consider the "Risk Factors" below, as they may be amended or supplemented by subsequent filings with the SEC, and subsequent public statements, or reports filed with or furnished to the SEC, including our then most recent Annual Report on Form 20-F, and in any updates to those risks and uncertainties in our reports on Form 6-K, which are incorporated herein by reference, before making any investment decision with respect to our securities. If any of these trends, risks or uncertainties actually occurs or continues, our business, financial condition or operating results could be materially adversely affected, the trading prices of our securities could decline and you could lose all or part of your investment. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by this cautionary statement.

PROSPECTUS SUMMARY

This summary highlights selected information that is presented in greater detail elsewhere in this prospectus or incorporated by reference herein from our filings with the SEC listed under "Incorporation by Reference." This summary does not contain all of the information you should consider before investing in the Shares pursuant to this prospectus. You should read this entire prospectus carefully, including the section titled "Risk Factors" and our financial statements and the related notes and the information incorporated herein by reference, before making an investment decision.

GLOBALFOUNDRIES INC.

We are a leading manufacturer of essential semiconductors, enabling AI at scale from the cloud to the physical world. Through deep partnerships with customers, we deliver differentiated, power-efficient and high-performance solutions for automotive, aerospace and defense, data center, smart mobile devices, internet of things and other high-growth markets. With global manufacturing operations across the U.S., Europe and Asia, we are a trusted and holistic technology partner for customers around the world.

We are an exempted company with limited liability that was incorporated under the laws of the Cayman Islands in October 2008. Our principal executive offices are located at 400 Stonebreak Road Extension, Malta, New York 12020, United States, and our telephone number is (518) 305-9013. Our website address is www.gf.com. Information contained on, or that can be accessed through, our website is not incorporated by reference into this prospectus, and you should not consider information on our website to be part of this prospectus.

The GF design logo, "GF" and our other registered or common law trademarks, service marks, or trade names appearing in this prospectus are the property of GLOBALFOUNDRIES Inc. Other trade names, trademarks and service marks used in this prospectus are the property of their respective owners.

RISK FACTORS

You should carefully consider the risks and uncertainties associated with our business and ownership of our ordinary shares described in the applicable prospectus supplement and in our then most recent Annual Report on Form 20-F, and in any updates to those risks and uncertainties in our reports on Form 6-K incorporated herein, together with all of the other information in this prospectus or incorporated by reference in this prospectus, before making a decision to invest in our ordinary shares. Our results of operations, financial condition, business and prospects could also be harmed by risks and uncertainties that are not presently known to us or that we currently believe are not material. If any of the risks actually occur, our results of operations, financial condition, business and prospects could be materially and adversely affected. In that event, the market price of our ordinary shares could decline and you could lose all or part of your investment.

USE OF PROCEEDS

We are filing the registration statement of which this prospectus is a part to permit holders of the Shares included in the section entitled "Principal and Selling Shareholders" to resell the Shares. The Selling Shareholders will receive all of the net proceeds from any sale of the Shares under this prospectus. We are not selling any ordinary shares under this prospectus and will not receive any proceeds from the Shares by the Selling Shareholders. As set forth in the SIA, the Selling Shareholder (or its transferee or assignee Selling Shareholders, respectively) will bear all underwriting discounts attributable to their sale of the Shares, selling commissions and stock transfer taxes applicable to the sale of the Shares, and each such transferee or assignee of the Selling Shareholders will pay the fees and disbursements for their respective counsel, and we will bear all fees and expenses in connection with the registration and offering of the Shares, including all registration, filing and listing fees, printing expenses, fees and disbursements of counsel for the Company, blue sky fees and expenses, expenses incurred in connection with any "road show," the reasonable fees and disbursements of one counsel to the Selling Shareholder, and expenses of the Company's independent accountants in connection with any regular or special reviews or audits incident to or required by any such registration.

PRINCIPAL AND SELLING SHAREHOLDERS

This prospectus relates to the potential resale by the Selling Shareholder of up to 9,907,399 aggregate amount of the Shares from time to time. The Selling Shareholder may from time to time offer any or all of the Shares pursuant to this prospectus. The Selling Shareholder acquired the Shares pursuant to the Securities Issuance Agreement ("SIA"), dated September 3, 2026 by and between the Company and the Selling Shareholder. Pursuant to the SIA, the Selling Shareholder may transfer or assign some or all of the Shares to certain third parties. If such a transfer or assignment includes at least 15% of the total number of Registrable Securities then outstanding, and is otherwise made in accordance with the terms of the SIA, the Selling Shareholder's registration rights with respect to the transferred Shares may also be assigned to the transferee or assignee, and such transferee or assignee of the Selling Shareholders may also offer their portion of the Shares from time to time pursuant to this prospectus. We cannot advise you as to whether the Selling Shareholder or any potential future other Selling Shareholders will in fact sell any or all of such securities. For so long as the Selling Shareholder is (or remains) a U.S. governmental entity, the Selling Shareholder has agreed not to vote the Shares or act by written consent with respect to them, subject to limited exceptions set forth in the SIA.

Additional information about the Selling Shareholder or any potential future other Selling Shareholders will be set forth in a prospectus supplement, in a post-effective amendment or in filings we make with the SEC under the Exchange Act which are incorporated by reference into this prospectus.

DESCRIPTION OF THE SECURITIES

The Selling Shareholders may from time to time offer under this prospectus the Shares.

DESCRIPTION OF SHARE CAPITAL

We are an exempted company with limited liability that was incorporated under the laws of the Cayman Islands in October 2008.

Our corporate purposes are unrestricted and we have the authority to carry out any object not prohibited by any law as provided by Section 7(4) of the Cayman Companies Act.

Our affairs are governed principally by: (1) our Amended and Restated Memorandum and Articles of Association (the "Memorandum and Articles of Association"); (2) the Cayman Companies Act; and (3) the common law of the Cayman Islands. As provided in our Memorandum and Articles of Association, subject to Cayman Islands law, we have full capacity to carry on or undertake any business or activity, do any act or enter into any transaction, and, for such purposes, full rights, powers and privileges. Our registered office is c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

The following are summaries of material provisions of our Memorandum and Articles of Association and the Cayman Companies Act insofar as they relate to the material terms of our ordinary shares.

These summaries do not purport to be complete and are subject to the Memorandum and Articles of Association.

Throughout the following description of our share capital, we summarized the material terms of our ordinary shares as set forth in the Memorandum and Articles of Association. We have filed a copy of our complete Memorandum and Articles of Association as an exhibit to this registration statement on Form F-3.

Authorized Share Capital

Our authorized share capital consists of 1,300,000,000 ordinary shares with a par value of US$0.02 per share and 200,000,000 preferred shares with a par value of US$0.02 per share of such class or classes (however designated) as the board of directors may determine in accordance with our Memorandum and Articles of Association.

Ordinary Shares

General

As of September 11, 2026, there were 557,418,603 ordinary shares issued, fully paid and outstanding.

Voting Rights

Each ordinary share is entitled to one vote on all matters upon which the ordinary shares are entitled to vote. Voting at any meeting of shareholders is by show of hands unless a poll is demanded. A poll may be demanded by the chairman of the meeting, or by shareholders present in person or by proxy holding at least 10% of the shares giving the right to attend and vote at the meeting before or on the declaration of the result of the show of hands.

A quorum required for any general meeting of shareholders consists of, at the time when the meeting proceeds to business, one or more of our shareholders holding shares which carry in aggregate (or representing by proxy) not less than one-third of all votes attaching to all of our shares in issue and entitled to vote at such general meeting. As a Cayman Islands exempted company, we are not obliged by the Cayman Companies Act to call annual general meetings. Only the board of directors may call an annual general meeting or any extraordinary general meeting. The Cayman Companies Act does not provide shareholders with rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our Memorandum and Articles of Association provide that upon the requisition of any one or more of our shareholders holding shares which carry in aggregate not less than one-third of all votes attaching to all issued and outstanding shares of our company entitled to vote at general meetings, our board of directors will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. However, our Memorandum and Articles of Association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders.

Subject to regulatory requirements, the annual general meeting and any extraordinary general meetings must be called by not less than ten calendar days' notice prior to the relevant shareholders meeting and convened by a notice discussed below. Alternatively, upon the prior consent of all holders entitled to attend and vote, with regards to the annual general meeting, or the holders of 95% in par value of the shares entitled to attend and vote at an extraordinary general meeting, that meeting may be convened by a shorter notice and in a manner deemed appropriate by those holders.

Generally speaking, an ordinary resolution to be passed by the shareholders at a general meeting requires the affirmative vote of a simple majority of the votes cast by, or on behalf of, the shareholders entitled to vote, present in person or by proxy and voting at the meeting and a special resolution requires the affirmative vote on a poll of no less than two-thirds of the votes cast by the shareholders entitled to vote who are present in person or by proxy at a general meeting. Both ordinary resolutions and special resolutions may also be passed by a unanimous written resolution signed by all of our shareholders, as permitted by the Cayman Companies Act and our Memorandum and Articles of Association.

A special resolution will be required for certain matters such as a change of name, amendments to our Memorandum and Articles of Association, and a reduction in our share capital or any capital redemption reserve fund. Our shareholders may effect certain changes by ordinary resolution, including increasing the amount of our authorized share capital, consolidating and dividing all or any of our share capital into shares of larger amounts than our existing shares, converting all or any of our paid-up shares into stocks and reconverting that stock into paid-up shares of any denomination, subdividing existing shares or dividing the whole or any part of our share capital into shares of smaller amounts or into shares without par value, and cancelling any authorized but unissued shares.

Dividends

The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors. Under the Cayman Companies Act, a Cayman Islands company may pay a dividend out of either profit or distributable reserves, including our share premium account, provided that in no circumstances may a dividend be paid if this would result in the company being unable to pay its debts as they fall due in the ordinary course of business. On July 14, 2026, we paid a quarterly cash dividend of $0.12 per share. In addition, the Board of Directors has approved a dividend of $0.12 per share payable on October 9, 2026 to shareholders of record as of September 23, 2026. There can be no assurance that we will continue to pay dividends in the future, and any future dividend, if declared, will require the approval of our board of directors.

Liquidation

On a winding up of our company, if the assets available for distribution among the holders of our ordinary shares shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus will be distributed among the holders of our ordinary shares in proportion to the par value of the ordinary shares held by them at the commencement of the winding up subject to a deduction from those ordinary shares in respect of which there are monies due, of all monies payable to the us for unpaid calls or otherwise.

If our assets available for distribution are insufficient to repay the whole of the issued share capital, such assets will be distributed so that the losses are borne by the holders of our ordinary shares in proportion to the par value of the ordinary shares held by them.

The liquidator may, with the sanction of a special resolution of our shareholders and any other sanction required by the Cayman Companies Act, divide among the shareholders in kind the whole or any part of the assets of our company, and may for that purpose value any assets and determine how the division shall be carried out as among our shareholders or different classes of shareholders. The liquidator may, with the same sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the shareholder as the liquidator, with the same sanction, shall think fit, but so that no shareholder shall be compelled to accept any asset upon which there is a liability.

Share Repurchase

The Cayman Companies Act and our Memorandum and Articles of Association permit us to purchase our own shares, subject to certain restrictions. The board of directors may only exercise this power on behalf of us, subject to the Cayman Companies Act, our Memorandum and Articles of Association and to any applicable requirements imposed from time to time by the SEC or the applicable stock exchange on which our securities are listed. We have in the past engaged in repurchases of our shares, and we may continue to do so in the future.

Share Options and Restricted Share Unit Awards

As of August 31, 2026, options to purchase 135,041 ordinary shares and no restricted share unit awards were outstanding under the 2018 Equity Plan. Further, under our 2021 Equity Plan, there were 12,883,478 restricted share unit awards outstanding. An additional 20,197,550 ordinary shares were available for future grant under the 2021 Equity Plan and 3,642,325 ordinary shares were available for future grant under the 2018 Equity Plan.

Directors

The management of our company is vested in a board of directors. Our Memorandum and Articles of Association provide that the number of directors will be determined by our board of directors. However, for so long as MTIC is entitled to nominate at least one director to the board of directors, the board of directors will not, without MTIC's prior written consent, include more than twelve directors and until such time as Mubadala Technology Investment Company ("MTIC"), MTI International Investment Company LLC ("MTIIIC") and certain of their affiliates (the "Mubadala Entities") no longer beneficially own in the aggregate at least 30% of our outstanding ordinary shares, the number of directors may not be changed without the prior written consent of MTIC.

In accordance with our Memorandum and Articles of Association, our board of directors is divided into three classes of directors, with the directors in each class serving staggered three-year terms. The quorum necessary for any meeting of our board of directors shall consist of a simple majority of the members provided that, for so long as the Mubadala Entities are entitled to nominate one designee to our board of directors ("Mubadala Designee"), the presence of at least one Mubadala Designee shall be required on first call to a meeting of the board of directors.

Our Memorandum and Articles of Association also include certain veto rights in favor of the Mubadala Entities providing that until such time as the Mubadala Entities no longer beneficially own at least 30% of our outstanding ordinary shares, the board of directors will require the prior written consent of MTIC to take, or to permit our subsidiaries to take, the following actions:

- issuances of equity securities, subject to customary exceptions;
- acquisitions or dispositions in an amount exceeding $300 million in any single transaction or $500 million in any calendar year, other than in the ordinary course of business;
- mergers, consolidations, or other transactions that would involve a change of control of our company;
- incurring financial indebtedness in an amount exceeding $200 million, subject to certain exceptions;
- hiring or terminating our Chief Executive Officer, Chief Financial Officer or Chief Legal Officer or designating any replacement thereto; or
- any material change in the nature of the business of our company and our subsidiaries, taken as a whole.

Corporate Opportunity

Our Memorandum and Articles of Association provide that we renounce our interest in any corporate opportunity offered to any of our directors or officers. Additionally, any such director or officer shall be permitted to pursue competing opportunities without any liability to us.

Redemption of Shares

We may issue shares on terms that are subject to redemption, at our option or at the option of the holders, on such terms and in such manner as may be determined by our board of directors.

Register of Shareholders

The ordinary shares held through DTC, and DTC or Cede & Co., as nominee for DTC, will be recorded in the shareholders' register as the holder of the ordinary shares.

Under Cayman Islands law, we must keep a register of shareholders that includes:

- the names and addresses of the shareholders, a statement of the shares held by each member, and of the amount paid or agreed to be considered as paid, on the shares of each member;
- whether voting rights attach to the shares in issue;
- the date on which the name of any person was entered on the register as a member; and
- the date on which any person ceased to be a member.

Under Cayman Islands law, our register of shareholders is *prima facie* evidence of the matters set out therein (*i.e.,* the register of shareholders will raise a rebuttable presumption) and a shareholder registered in the register of shareholders is deemed as a matter of Cayman Islands law to have *prima facie* legal title to the shares as set against that person's name in the register of shareholders.

However, there are certain limited circumstances where an application may be made to a Cayman Islands court for a determination on whether the register of members reflects the correct legal position. Further, the Cayman Islands court has the power to order that the register of members maintained by a company should be rectified where it considers that the register of members does not reflect the correct legal position. If an application for an order for rectification of the register of members were made in respect of our ordinary shares, then the validity of such shares may be subject to re-examination by a Cayman Islands court.

Exempted Company

We are an exempted company with limited liability under the Cayman Companies Act. The Cayman Companies Act distinguishes between ordinary resident companies and exempted companies. Where the proposed activities of a company are to be carried out mainly outside of the Cayman Islands, the registrant can apply for registration as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except for the exemptions and privileges listed below:

- an exempted company does not have to file an annual return of its shareholders with the Registrar of Companies of the Cayman Islands;
- an exempted company's register of shareholders is not open to inspection;
- an exempted company may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- an exempted company may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- an exempted company may register as a limited duration company; and
- an exempted company may register as a segregated portfolio company.

"Limited liability" means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

Differences in Corporate Law

The Cayman Companies Act was modelled originally after similar laws in England and Wales but does not follow subsequent statutory enactments in England and Wales. In addition, the Cayman Companies Act differs from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of the significant differences between the provisions of the Cayman Companies Act applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

Mergers and Similar Arrangements

The Cayman Companies Act, subject to the articles of association of the company, permits mergers or consolidations between two Cayman Islands companies, or between a Cayman Islands company and a company incorporated in another jurisdiction (provided that is facilitated by the laws of that other jurisdiction). For these purposes, (i) "merger" means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company, and (ii) a "consolidation" means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company.

Where the merger or consolidation is between two Cayman Islands companies, the directors of each company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each company; and (b) such other authorization, if any, as may be specified in such constituent company's articles of association. No shareholder resolution is required for a merger between a parent company (*i.e.,* a company that owns at least 90% of the issued shares of each class in a subsidiary company) and its subsidiary company if a copy of the plan of merger is given to every shareholder of that Cayman subsidiary to be merged unless that shareholder agrees otherwise. The consent of each holder of a fixed or floating security interest of a constituent company must be obtained, unless the court waives such requirement. If the Cayman Islands Registrar of Companies is satisfied that the requirements of the Cayman Companies Act (which includes certain other formalities) have been complied with, the Registrar of Companies will register the plan of merger or consolidation. Where the merger or consolidation involves a foreign company, the procedure is similar, save that with respect to the foreign company, the director of the Cayman Islands company is required to make a declaration to the effect that, having made due enquiry, the director is of the opinion that the requirements set out below have been met: (i) that the merger or consolidation is permitted or not prohibited by the constitutional documents of the foreign company and by the laws of the jurisdiction in which the foreign company is incorporated, and that those laws and any requirements of those constitutional documents have been or will be complied with; (ii) that no petition or other similar proceeding has been filed and remains outstanding or order made or resolution adopted to wind up or liquidate the company in any foreign jurisdictions; (iii) that no receiver, trustee, administrator or other similar person has been appointed in any jurisdiction and is acting in respect of the foreign company, its affairs or property or any part thereof; and (iv) that no scheme, order, compromise or similar arrangement has been entered into or made in any jurisdiction whereby the rights of creditors of the foreign company are and continue to be suspended or restricted.

Where the surviving company is the Cayman Islands company, the director of the Cayman Islands company is further required to make a declaration to the effect that, having made due inquiry, the director is of the opinion that the requirements set out below have been met: (i) that the foreign company is able to pay its debts as they fall due and that the merger or consolidation is bona fide and not intended to defraud unsecured creditors of the foreign company; (ii) that in respect of the transfer of any security interest granted by the foreign company to the surviving or consolidated company (a) consent or approval to the transfer has been obtained, released or waived; (b) the transfer is permitted by and has been approved in accordance with the constitutional documents of the foreign company; and (c) the laws of the jurisdiction of the foreign company with respect to the transfer have been or will be complied with; (iii) that the foreign company will, upon the merger or consolidation becoming effective, cease to be incorporated, registered or exist under the laws of the relevant foreign jurisdiction; and (iv) that there is no other reason why it would be against the public interest to permit the merger or consolidation.

Where the above procedures are adopted, the Cayman Companies Act provides for a right of dissenting shareholders to be paid a payment of the fair value of their shares upon their dissenting to the merger or consolidation if they follow a prescribed procedure. In essence, that procedure is as follows:

(a) the shareholder must give the shareholder’s written objection to the merger or consolidation to the constituent company before the vote on the merger or consolidation, including a statement that the shareholder proposes to demand payment for the shareholder’s shares if the merger or consolidation is authorized by the vote;

(b) within 20 days following the date on which the merger or consolidation is approved by the shareholders, the constituent company must give written notice to each shareholder who made a written objection;

(c) a shareholder must within 20 days following receipt of such notice from the constituent company, give the constituent company a written notice of the shareholder’s intention to dissent including, among other details, a demand for payment of the fair value of his shares;

(d) within seven days following the date of the expiration of the period set out in paragraph (c) above or seven days following the date on which the plan of merger or consolidation is filed, whichever is later, the constituent company, the surviving company or the consolidated company must make a written offer to each dissenting shareholder to purchase the shareholder’s shares at a price that the company determines is the fair value and if the company and the shareholder agree the price within 30 days following the date on which the offer was made, the company must pay the shareholder such amount; and

(e) if the company and the shareholder fail to agree a price within such 30-day period, within 20 days following the date on which such 30-day period expires, the company (and any dissenting shareholder) must file a petition with the Grand Court of the Cayman Islands to determine the fair value and such petition must be accompanied by a list of the names and addresses of the dissenting shareholders with whom agreements as to the fair value of their shares have not been reached by the company. At the hearing of that petition, the court has the power to determine the fair value of the shares together with a fair rate of interest, if any, to be paid by the company upon the amount determined to be the fair value.

Any dissenting shareholder whose name appears on the list filed by the company may participate fully in all proceedings until the determination of fair value is reached. These rights of a dissenting shareholder are not available in certain circumstances, for example, to dissenters holding shares of any class in respect of which an open market exists on a recognized stock exchange or recognized interdealer quotation system at the relevant date or where the consideration for such shares to be contributed are shares of any company listed on a national securities exchange or shares of the surviving or consolidated company.

Moreover, Cayman Islands law also has separate statutory provisions that facilitate the reconstruction or amalgamation of companies. In certain circumstances, schemes of arrangement will generally be more suited for complex mergers or other transactions involving widely held companies, commonly referred to in the Cayman Islands as a "scheme of arrangement," which may be tantamount to a merger. In the event that a merger is sought pursuant to a scheme of arrangement (the procedures of which are more rigorous and take longer to complete than the procedures typically required to consummate a merger in the United States), the arrangement in question must be approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings summoned for that purpose. The convening of the meetings and subsequently the terms of the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder would have the right to express to the court the view that the transaction should not be approved, the court can be expected to approve the arrangement if it satisfies itself that:

- we are not proposing to act illegally or beyond the scope of our corporate authority and the statutory provisions as to majority vote have been complied with;
- the shareholders have been fairly represented at the meeting in question;
- the arrangement is such as a businessman would reasonably approve; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Cayman Companies Act or that would amount to a "fraud on the minority."

If a scheme of arrangement or takeover offer (as described below) is approved, any dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of U.S. corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

Our Memorandum and Articles of Association provide that until such time as the Mubadala Entities no longer beneficially own at least 30% of our outstanding ordinary shares, the board of directors shall not cause our company to merge or consolidate with another entity without the prior written approval of MTIC.

Squeeze-out Provisions

When a takeover offer is made and accepted by holders of 90% of the shares to whom the offer is made within four months, the offeror may, within a two-month period, require the holders of the remaining shares to transfer such shares on the terms of the offer. An objection may be made to the Grand Court of the Cayman Islands but is unlikely to succeed unless there is evidence of fraud, bad faith, collusion or inequitable treatment of the shareholders.

If the arrangement and reconstruction is thus approved, the dissenting shareholder would have no rights comparable to appraisal rights, which might otherwise ordinarily be available to dissenting shareholders of United States corporations and allow such dissenting shareholders to receive payment in cash for the judicially determined value of the shares. However, appraisal rights would also not be available to shareholders of a Delaware target in a business combination transaction if the shares of the target were listed on a national securities exchange and target shareholders receive only shares of a corporation which shares are also listed on a national securities exchange.

Further, transactions similar to a merger, reconstruction and/or an amalgamation may in some circumstances be achieved through other means to these statutory provisions, such as a share capital exchange, asset acquisition or control, through contractual arrangements, of an operating business.

Shareholders' Suits

A shareholder of a Delaware corporation has the right to bring a derivative action on behalf of the corporation if the shareholder was a shareholder of the corporation at the time of the transaction in question. Derivative actions have been brought in the Cayman Islands courts, and the Cayman Islands courts have confirmed the availability for such actions. In most cases, we will be the proper plaintiff in any claim based on a breach of duty owed to us, and a claim against (for example) our officers or directors usually may not be brought by a shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority and be applied by a court in the Cayman Islands, exceptions to the foregoing principle apply in circumstances in which:

- a company is acting or proposing to act illegally or beyond the scope of its authority (and is therefore incapable of ratification by the shareholders);
- the act complained of, although not beyond the scope of the authority, could be effected if duly authorized by more than the number of votes which have actually been obtained; and
- those who control the company are perpetrating a "fraud on the minority."

A shareholder may have a direct right of action against us where the individual rights of that shareholder have been infringed or are about to be infringed.

Our Memorandum and Articles of Association provide that each shareholder agrees to waive any claim or right of action he or she might have, whether individually or by or in the right of our Company, against any director or officer on account of any action taken by such director or officer, or the failure of such director to take any action in the performance of their duties with or for our company. However, such waiver shall not extend to any matter in respect of any dishonesty, actual fraud or willful default which may attach to such director or officer.

Maples and Calder (Cayman) LLP, our Cayman Islands counsel, is not aware of any reported class action suits having been brought in a Cayman Islands court. However, a class action suit could nonetheless be brought in the United States courts pursuant to an alleged violation of the securities laws of the United States.

Directors' Fiduciary Duties

As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company. Accordingly, directors and officers owe the following fiduciary duties:

- duty to act in good faith in what the director or officer believes to be in the best interests of the company as a whole;
- duty to exercise powers for the purposes for which those powers were conferred and not for a collateral purpose;
- directors should not improperly fetter the exercise of future discretion;
- duty to exercise powers fairly as between different sections of shareholders;
- duty to exercise independent judgment; and
- duty not to put themselves in a position in which there is a conflict between their duty to the company and their personal interests.

However, this obligation may be varied by the company's articles of association, which may permit a director to vote on a matter in which the director has a personal interest provided that the director has disclosed that nature of his interest to the board of directors. With respect to the duty of directors to avoid conflicts of interest, our

Memorandum and Articles of Association vary from the applicable provisions of Cayman Islands law mentioned above by providing that a director must disclose the nature and extent of the director's interest in any contract or proposed contract or arrangement, and following such disclosure and subject to any separate requirement under applicable law or applicable listing rules, and unless disqualified by the chairman of the relevant meeting, such director may vote in respect of any transaction or arrangement in which the director is interested and may be counted in the quorum at the meeting.

In addition to the above, under Cayman Islands law, directors also owe a duty of care which is not fiduciary in nature. This duty has been defined as a requirement to act as a reasonably diligent person having both the general knowledge, skill and experience that may reasonably be expected of a person carrying out the same functions as are carried out by that director in relation to the company and the general knowledge skill and experience which that director has.

As set out above, directors have a duty not to put themselves in a position of conflict and this includes a duty not to engage in self-dealing, or to otherwise benefit as a result of their position. However, in some instances what would otherwise be a breach of this duty can be forgiven and/or authorized in advance by the shareholders provided that there is full disclosure by the directors. This can be done by way of permission granted in the Memorandum and Articles of Association or alternatively by shareholder approval at general meetings. The Memorandum and Articles of Association provide that, to the fullest extent permitted by applicable law: (i) no individual serving as a director or an officer shall have any duty, except and to the extent expressly assumed by contract, to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as us; and (ii) we renounce any interest or expectancy in, or in being offered an opportunity to participate in, any potential transaction or matter which may be a corporate opportunity for any director or officer, on the one hand, and us, on the other. Accordingly, as a result of multiple business affiliations, our officers and directors may have similar legal obligations relating to presenting business opportunities meeting the above-listed criteria to multiple entities. In addition, conflicts of interest may arise when our board evaluates a particular business opportunity with respect to the above-listed criteria. However, under our Memorandum and Articles of Association, we renounced our interest in any corporate opportunity offered to any director or officer. Additionally, any such director or officer shall be permitted to pursue competing opportunities without any liability to us. Furthermore, each of our officers and directors may have pre-existing fiduciary obligations to other businesses of which they are officers or directors.

A director of a Cayman Islands company also owes to the company duties to exercise independent judgment in carrying out his functions and to exercise reasonable skill, care and diligence, which has both objective and subjective elements. Recent Cayman Islands case law confirmed that directors must exercise the care, skill and diligence that would be exercised by a reasonably diligent person having the general knowledge, skill and experience reasonably to be expected of a person acting as a director. Additionally, a director must exercise the knowledge, skill and experience which the director actually possesses.

A general notice may be given to the board of directors to the effect that:

- the director is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm; or

- the director is to be regarded as interested in any contract or arrangement which may after the date of the notice to the board of directors be made with a specified person who is connected with the director, will be deemed sufficient declaration of interest.

This notice shall specify the nature of the interest in question. Following the disclosure being made pursuant to our Memorandum and Articles of Association and subject to any separate requirement under applicable law or applicable listing rules, a director may vote in respect of any transaction or arrangement in which the director is interested and may be counted in the quorum at the meeting.

In comparison, under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, directors must inform themselves of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that directors act in a manner they reasonably believe to be in the best interests of the corporation. They must not use their corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, a director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the corporation.

Shareholder Action by Written Consent

Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation. Cayman Islands law and our Memorandum and Articles of Association provide that shareholders may approve corporate matters by way of a unanimous written resolution signed by or on behalf of each shareholder who would have been entitled to vote on such matter at a general meeting without a meeting being held.

Shareholder Proposals

Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. The Delaware General Corporation Law does not provide shareholders an express right to put any proposal before the annual meeting of shareholders, but Delaware corporations generally afford shareholders an opportunity to make proposals and nominations provided that they comply with the notice provisions in the certificate of incorporation or bylaws. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings.

The Cayman Companies Act does not provide shareholders with rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our Memorandum and Articles of Association provide that upon the requisition of one or more shareholders representing not less than one-third of the voting rights entitled to vote at general meetings, the board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. Our Memorandum and Articles of Association provide no other right to put any proposals before annual general meetings or extraordinary general meetings.

Cumulative Voting

Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. As permitted under Cayman Islands law, our Memorandum and Articles of Association do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

Removal of Directors

Under the Delaware General Corporation Law, a director of a corporation may be removed with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our Memorandum and Articles of Association, directors can be removed for cause by an affirmative vote of at least 75% of shareholders, provided that (1) Mubadala Designees may only be removed with or without cause by MTIC and (2) as long as the Mubadala Entities beneficially own in the aggregate at least 50% of the outstanding shares, directors other than the Mubadala Designees may be removed with or without cause by a majority of shareholders.

The notice of general meeting must contain a statement of the intention to remove the director and must be served on the director not less than ten calendar days before the meeting. The director is entitled to attend the meeting and be heard on the motion for his removal.

The office of a director will be vacated automatically if the director:

- becomes prohibited by law from being a director;
- becomes bankrupt or makes an arrangement or composition with the director's creditors;
- dies or is in the opinion of all the director's co-directors, incapable by reason of mental disorder of discharging his duties as director;
- resigns the director's office by notice to us; or
- has for more than six months been absent without permission of the directors from meetings of the board of directors held during that period, and the remaining directors resolve that the director's office be vacated.

Our Memorandum and Articles of Association provide that any vacancy on the board of directors in respect of a Mubadala Designee may only be filled by a decision of majority of the Mubadala Designees then in office, or if there are none, by MTIC.

Proceedings of the Board of Directors

Our business is to be managed and conducted by the board of directors. The quorum necessary for any meeting of our board of directors shall consist of a simple majority of the members provided that, for so long as the Mubadala Entities are entitled to nominate one Mubadala Designee to our board of directors, the presence of at least one Mubadala Designee shall be required on first call to a meeting of the board of directors.

Subject to the provisions of our Memorandum and Articles of Association, the board of directors may regulate its proceedings as they determine is appropriate.

Subject to the provisions of our Memorandum and Articles of Association, to any directions given by ordinary resolution of the shareholders and applicable listing rules, the board of directors may from time to time at its discretion exercise all of our powers, including, subject to the Cayman Companies Act, the power to issue debentures, bonds and other securities of the company, whether outright or as collateral security for any debt, liability or obligation of our company or of any third party.

Transactions with Interested Shareholders

The Delaware General Corporation Law contains a business combination statute applicable to Delaware corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or group who owns or owned 15% or more of the target's outstanding voting shares within the past three years. This has the effect of limiting the ability of a potential acquiror to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquiror of a Delaware corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

Cayman Islands law has no comparable statute. As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that the board of directors owes duties to ensure that these transactions are entered into *bona fide* in the best interests of the company and for a proper corporate purpose and, as noted above, a transaction may be subject to challenge if it has the effect of constituting a fraud on the minority shareholders.

Dissolution; Winding Up

Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. If the dissolution is initiated by the board of directors it may be approved by a simple majority of the corporation's outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board. Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company resolves by ordinary resolution that it be wound up because it is unable to pay its debts as they fall due. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so.

Under the Cayman Companies Act, we may be dissolved, liquidated or wound up by an order of the Cayman Islands Courts, a special resolution of shareholders (requiring a two-thirds majority vote of those shareholders attending and voting at a quorate meeting), or, if the company is unable to pay its debts as they fall due, by an ordinary resolution (requiring at least a majority vote of those shareholders attending and voting at a quorate meeting). Our Memorandum and Articles of Association also give our board of directors the authority to petition the Cayman Islands Court for our wind up. The Cayman Islands Courts have authority to order winding up in a number of specified circumstances, including where it is, in the opinion of the court, just and equitable to do so.

Variation of Rights of Shares

Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under Cayman Islands law and our Memorandum and Articles of Association, if our share capital is divided into more than one class of shares, we may vary the rights attached to any class without the consent of the holders of the issued shares of that class where such variation is considered by the directors not to have a material adverse effect upon such rights. Otherwise, all or any of the special rights attached to any class of shares may be varied with either the written consent of the beneficial holders of two-thirds of the issued shares of that class, or with the approval of a special resolution passed at a general meeting of the holders of the shares of that class.

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the shares of that class, be deemed to be materially adversely affected by the creation, allotment or issuance of further shares (whether ranking in priority to, *pari passu* or subordinated to them) pursuant to the board of director's ability to issue preference shares. The rights of the beneficial holders of the issued shares shall not be deemed to be materially adversely varied by the creation, allotment or issuance of shares with preferred or other rights including, without limitation, the creation of shares with enhanced or weighted voting rights.

Amendment of Governing Documents

Under the Delaware General Corporation Law, a corporation's governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under Cayman Islands law, our Memorandum and Articles of Association generally (and save for certain amendments to share capital described in this section) may only be amended by special resolution of shareholders (requiring a two-thirds majority vote of those shareholders attending and voting at a quorate meeting).

Indemnification of Directors and Executive Officers and Limitation of Liability

The Cayman Companies Act does not limit the extent to which a company's articles of association may provide for indemnification of directors and officers, except to the extent that it may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our Memorandum and Articles of Association provide that we shall indemnify and hold harmless our directors and officers against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions in connection with the company other than such liability (if any) that they may incur by reason of their own actual fraud, dishonesty, willful neglect or willful default. We will also bear the expenses of any reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any action, suit, proceeding or investigation involving such director or officer, upon such person's undertaking to repay any amounts paid, advanced, or reimbursed by us if it is ultimately determined that any such person shall not have been entitled to indemnification. No director or officer shall be liable to our company for any loss or damage incurred by our company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud, dishonesty, willful neglect or willful default of such officer or director. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been informed that, in the opinion of the SEC, this indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Enforcement of Civil Liabilities

We have been advised by Maples and Calder (Cayman) LLP, our Cayman Islands legal counsel, that the courts of the Cayman Islands are unlikely (i) to recognize or enforce against us judgments of courts of the United States predicated upon the civil liability provisions of the federal securities laws of the United States or any state in the United States; and (ii) in original actions brought in the Cayman Islands, to impose liabilities against us predicated upon the civil liability provisions of the federal securities laws of the United States or any state in the United States, so far as the liabilities imposed by those provisions are penal in nature. In those circumstances, although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, the courts of the Cayman Islands will recognize and enforce a foreign money judgment of a foreign court of competent jurisdiction without retrial on the merits based on the principle that a judgment of a competent foreign court imposes upon the judgment debtor an obligation to pay the sum for which judgment has been given provided certain conditions are met. For a foreign judgment to be enforced in the Cayman Islands, such judgment must be final and conclusive and for a liquidated sum, and must not be in respect of taxes or a fine or penalty, inconsistent with a Cayman Islands judgment in respect of the same matter, impeachable on the grounds of fraud or obtained in a manner, or be of a kind the enforcement of which is, contrary to natural justice or the public policy of the Cayman Islands (awards of punitive or multiple damages may well be held to be contrary to public policy). A Cayman Islands court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere.

We have appointed Corporation Service Company as our agent to receive service of process with respect to any action brought against us in the United States under the federal securities laws of the United States or of any state in the United States arising out of any offering under this prospectus. The address of Corporation Service Company is 251 Little Falls Drive, Wilmington, DE 19808.

Anti-Takeover Provisions

Some provisions of our Memorandum and Articles of Association may discourage, delay or prevent a change in control of our company or management that shareholders may consider favorable, including provisions that:

- our board of directors will be divided into three separate classes, with each class serving for staggered terms, with successors to the class of directors whose term expires at subsequent annual meetings of shareholders following the date of such introduction, being elected for a further fixed term;
- provide that our Memorandum and Articles of Association may be amended only by the affirmative vote of two-thirds of the votes permitted to be cast by persons present and voting in a general meeting at which a quorum is present;
- provide that directors nominated by Mubadala may only be removed with or without cause by MTIC;

- provide that any merger to which we are a party will require the approval of a special resolution and, until such time as the Mubadala Entities no longer beneficially own at least 30% of our outstanding ordinary shares, the prior written approval of MTIC;
- authorize our board of directors to issue preferred shares and to designate the rights, preferences, privileges and restrictions of such preferred shares without any further vote or action by our shareholders; and
- limit the ability of shareholders to requisition and convene general meetings of shareholders and prevent our shareholders from putting any proposals before annual general meetings or extraordinary general meetings not called by such shareholders.

These provisions are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of the company to first negotiate with the board of directors. It is possible that these provisions could make it more difficult to accomplish transactions that shareholders may otherwise deem to be in their best interests.

Exclusive Forum

Our Memorandum and Articles of Association provide that unless we consent in writing to the selection of an alternative forum, the courts of the Cayman Islands will, to the fullest extent permitted by the law, have exclusive jurisdiction over any claim or dispute arising out of or in connection with our Memorandum and Articles of Association or otherwise related in any way to each shareholder's shareholding in us, including but not limited to (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of any fiduciary or other duty owed by any of our current or former directors, officers or other employees to us or our shareholders, (iii) any action asserting a claim arising pursuant to any provision of the Cayman Companies Act or our Memorandum and Articles of Association, and (iv) any action asserting a claim against us governed by the "Internal Affairs Doctrine" (as such concept is recognized under the laws of the United States) and that each shareholder irrevocably submits to the exclusive jurisdiction of the courts of the Cayman Islands over all such claims or disputes. Our Memorandum and Articles of Association provide that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States will be the exclusive forum for the resolution of any complaint asserting a cause or causes of action arising under the Securities Act or Exchange Act, including all causes of action asserted against any defendant named in such complaint. Our Memorandum and Articles of Association also provide that, without prejudice to any other rights or remedies that we may have, each of our shareholders acknowledges that damages alone would not be an adequate remedy for any breach of the selection of the courts of the Cayman Islands as exclusive forum and that accordingly we shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the selection of the courts of the Cayman Islands as exclusive forum.

Rights of Non-Resident or Foreign Shareholders

There are no limitations imposed by our Memorandum and Articles of Association on the rights of non-resident or foreign shareholders to hold or exercise voting rights of our shares. In addition, there are no provisions in our Memorandum and Articles of Association governing the ownership threshold above which shareholder ownership must be disclosed.

Inspection of Books and Records

Holders of our shares have no general right under Cayman Islands law to inspect or obtain copies of the list of shareholders or our corporate records. However, our board of directors may determine from time to time whether and to what extent our accounting records and books shall be open to inspection by shareholders.

Handling of Mail

Mail addressed to us and received at our registered office will be forwarded unopened to the forwarding address, which will be supplied by us. None of us, our directors, officers, advisors or service providers (including the organization which provides registered office services in the Cayman Islands) will bear any responsibility for any delay howsoever caused in mail reaching the forwarding address.

Cayman Islands Data Protection

We have certain duties under the Data Protection Act (as amended) of the Cayman Islands ("DPA"), based on internationally accepted principles of data privacy.

Privacy Notice

This privacy notice puts our shareholders on notice that through your investment in us you will provide us with certain personal information which constitutes personal data within the meaning of the DPA, or personal data.

Investor Data

We will collect, use, disclose, retain and secure personal data to the extent reasonably required only and within the parameters that could be reasonably expected during the normal course of business. We will only process, disclose, transfer or retain personal data to the extent legitimately required to conduct our activities on an ongoing basis or to comply with legal and regulatory obligations to which we are subject. We will only transfer personal data in accordance with the requirements of the DPA, and will apply appropriate technical and organizational information security measures designed to protect against unauthorized or unlawful processing of the personal data and against the accidental loss, destruction or damage to the personal data.

In our use of this personal data, we will be characterized as a "data controller" for the purposes of the DPA, while our affiliates and service providers who may receive this personal data from us in the conduct of our activities may either act as our "data processors" for the purposes of the DPA or may process personal information for their own lawful purposes in connection with services provided to us.

We may also obtain personal data from other public sources. Personal data includes, without limitation, the following information relating to a shareholder and/or any individuals connected with a shareholder as an investor: name, residential address, email address, contact details, corporate contact information, signature, nationality, place of birth, date of birth, tax identification, credit history, correspondence records, passport number, bank account details, source of funds details and details relating to the shareholder's investment activity.

Who this Affects

If you are a natural person, this will affect you directly. If you are a corporate investor (including, for these purposes, legal arrangements such as trusts or exempted limited partnerships) that provides us with personal data on individuals connected to you for any reason in relation your investment in us, this will be relevant for those individuals and you should transmit the content of this Privacy Notice to such individuals or otherwise advise them of its content.

How We May Use a Shareholder's Personal Data

We may, as the data controller, collect, store and use personal data for lawful purposes, including, in particular: (i) where this is necessary for the performance of our rights and obligations under any agreements; (ii) where this is necessary for compliance with a legal and regulatory obligation to which we are or may be subject (such as compliance with anti-money laundering and FATCA/CRS requirements); and/or (iii) where this is necessary for the purposes of our legitimate interests and such interests are not overridden by your interests, fundamental rights or freedoms.

Should we wish to use personal data for other specific purposes (including, if applicable, any purpose that requires your consent), we will contact you.

Why We May Transfer Your Personal Data

In certain circumstances we may be legally obliged to share personal data and other information with respect to your shareholding with the relevant regulatory authorities such as the Cayman Islands Monetary Authority or the Tax Information Authority of the Cayman Islands. They, in turn, may exchange this information with foreign authorities, including tax authorities.

We anticipate disclosing personal data to persons who provide services to us and their respective affiliates (which may include certain entities located outside the US, the Cayman Islands or the European Economic Area), who will process your personal data on our behalf.

The Data Protection Measures We Take

Any transfer of personal data by us or our duly authorized affiliates and/or delegates outside of the Cayman Islands shall be in accordance with the requirements of the DPA.

We and our duly authorized affiliates and/or delegates shall apply appropriate technical and organizational information security measures designed to protect against unauthorized or unlawful processing of personal data, and against accidental loss or destruction of, or damage to, personal data.

We shall notify you of any personal data breach that is reasonably likely to result in a risk to your interests, fundamental rights or freedoms or those data subjects to whom the relevant personal data relates.

PLAN OF DISTRIBUTION

The Selling Shareholders, from time to time, may sell the securities to or through underwriters, agents or dealers by means of a variety of transactions or any method permitted pursuant to applicable law.

The distribution of the securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, at market prices prevailing at the time of sale, or at prices related to such prevailing market prices to be negotiated with purchasers.

The prospectus supplement relating to each series of the securities will also set forth the terms of the offering of the securities, including to the extent applicable, the initial offering price, the proceeds to the Company or the Selling Shareholders, the underwriting concessions or commissions, and any other discounts or concessions to be allowed or re-allowed to dealers. Underwriters or agents with respect to securities sold to or through underwriters or agents will be named in the prospectus supplement relating to such securities.

In connection with the sale of the securities, underwriters may receive compensation from the Selling Shareholders, or purchasers of the securities for whom they may act as agents, in the form of discounts, concessions or commissions. Any such commissions will be paid either using a portion of the funds received in connection with the sale of the securities or out of the general funds of the Company or the Selling Shareholders.

Under agreements which may be entered into by the Company, the Selling Shareholders, underwriters, dealers and agents who participate in the distribution of the securities may be entitled to indemnification by the Company against certain liabilities, including liabilities under securities legislation, or to contribution with respect to payments which such underwriters, dealers or agents may be required to make in respect thereof.

In connection with any offering of securities, the underwriters, agents or dealers may over-allot or effect transactions which stabilize or maintain the market price of the securities offered at levels above those which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time.

LEGAL MATTERS

Except as otherwise set forth in the applicable prospectus supplement, certain matters of U.S. federal and New York State law will be passed upon for us by Cleary Gottlieb Steen & Hamilton LLP, for any underwriters or agents, by counsel named in the applicable prospectus supplement, and the validity of the ordinary shares and other legal matters as to Cayman Islands law will be passed upon for us by Maples and Calder (Cayman) LLP.

EXPERTS

The financial statements as of December 31, 2025 and 2024 and for the years then ended and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Annual Report on Internal Control over Financial Reporting) as of December 31, 2025 incorporated in the prospectus by reference to the Annual Report on Form 20-F for the year ended December 31, 2025 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP (which contains an adverse opinion on the effectiveness of the Company's internal control over financial reporting and which contains a paragraph relating to the effectiveness of internal control over financial reporting due to the exclusion of Silicon Manufacturing Partners Pte Ltd. ("SMP"), MIPS Holding, Inc. ("MIPS"), Advanced Micro Foundry Pte. Ltd ("AMF"), and InfiniLink Inc. ("InfiniLink") because they were acquired by the Company in purchase business combinations during 2025), an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of the Company for the year ended December 31, 2023, have been incorporated by reference herein in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form F-3 under the Securities Act with respect to the sale of the Shares under this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement, some of which is contained in exhibits to the registration statement as permitted by the rules and regulations of the SEC. For further information with respect to us and our ordinary shares, we refer you to the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document are not necessarily complete descriptions of all terms of such documents. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. The SEC maintains an Internet website that contains reports and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

We currently file periodic reports with the SEC. These periodic reports and other information, including the filings that are incorporated by reference into this prospectus are available to the public at the website of the SEC referred to above. We also maintain a website at www.gf.com. Information contained on our website is not a part of this prospectus and the inclusion of our website address in this prospectus is an inactive textual reference only. As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and shareholders are exempt from the short-swing profit recovery provisions contained in Section 16 of the Exchange Act (executive officers and directors of foreign private issuers are subject to the reporting requirements of Section 16 of the Exchange Act). In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

INCORPORATION BY REFERENCE

The rules of the SEC allow us to incorporate by reference into this prospectus the information we file with the SEC. This means that we are disclosing important information to you by referring to other documents. The information incorporated by reference is considered to be part of this prospectus, except for any information superseded by information contained directly in this prospectus. We incorporate by reference the documents listed below (other than any portions thereof, which under the Exchange Act, and applicable SEC rules, are not deemed "filed" under the Exchange Act):

- our Annual Report on Form 20-F for fiscal year ended December 31, 2025, filed on February 27, 2026 ("2025 Form 20-F");
- our Current Reports on Form 6-K filing our Unaudited Interim Condensed Consolidated Financial Statements and Management's Discussion and Analysis of Financial Condition for the fiscal quarter ended March 31, 2026, furnished on May 5, 2026, and for the fiscal quarter ended June 30, 2026, furnished on August 5, 2026;
- any future Current Reports on Form 6-K furnished to the SEC that are identified in those forms as being incorporated by reference into this prospectus; and
- the description of our ordinary shares contained in our Registration Statement on Form 8-A12B filed with the SEC on October 27, 2021, as updated by the description of our ordinary shares filed as Exhibit 2.3 to our Annual Report on Form 20-F for the fiscal year ended December 31, 2021 filed with the SEC on March 31, 2022, including any amendment or report filed for the purpose of updating such description.

If we have incorporated by reference any statement or information in this prospectus and we subsequently modify that statement or information with information contained in this prospectus, the statement or information previously incorporated in this prospectus is also modified or superseded in the same manner.

We will provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon written or oral request of such person, a copy of any or all of the documents referred to above which have been incorporated by reference in this prospectus. You should direct requests for those documents to GLOBALFOUNDRIES Inc., 400 Stonebreak Road Extension, Malta, New York, United States 12020.

9,907,399 Ordinary Shares

Prospectus

September 14, 2026

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 8. Indemnification of Directors, Officers and Employees.

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Under our memorandum and articles of association, to the fullest extent permissible under Cayman Islands law every director and officer of our company shall be indemnified against all actions, proceedings, costs, charges, losses, damages and expenses incurred or sustained by him by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts.

Pursuant to the form of indemnification agreements filed as Exhibit 10.1 to this registration statement, we have agreed to indemnify our directors and executive officers against certain liabilities and expenses that they incur in connection with claims made by reason of their being a director or officer of our company.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 9. Exhibits and Financial Statement Schedules.

(a) Exhibits

The exhibits of the registration statement are listed in the Exhibit Index to this registration statement and are incorporated herein by reference.

Item 10. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

  (a) To include any prospectus required by section 10(a)(3) of the Securities Act;

  (b) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(c) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To file a post-effective amendment to the registration statement to include any financial statements required by "8.A. of Form 20-F (17 CFR 249.220f)" at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Securities Act need not be furnished, provided that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph (a)(4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, with respect to this registration statement, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a)(3) of the Securities Act or Item 8.A of Form 20-F if such financial statements and information are contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.

(5) That for purposes of determining any liability under the Securities Act of 1933 to any purchaser:

(a) each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(b) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(6) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

(i) Exhibits. The following exhibits are included herein or incorporated herein by reference:

The following documents are filed as part of this registration statement:

Exhibit No.	Description of Exhibit
1.1*	Form of Underwriting Agreement
4.1	Amended and Restated Memorandum and Articles of Association of the Registrant (incorporated by reference to Exhibit 4.1 of the Registrant's Registration Statement on Form S-8 (File No. 333-260674) filed with the SEC on November 2, 2021)
4.2	Shareholder's Agreement among the Registrant and other parties thereto (incorporated by reference to Exhibit 2.1 of the Registrant's Annual Report on Form 20-F (File No. 001-40974) filed with the SEC on March 31, 2022)
4.3	Registration Rights Agreement among the Registrant and other parties thereto (incorporated by reference to Exhibit 2.2 of the Registrant's Annual Report on Form 20-F (File No. 001-40974) filed with the SEC on March 31, 2022)
4.4** †	Securities Issuance Agreement between the Registrant and the Selling Shareholder
5.1**	Opinion of Maples and Calder (Cayman) LLP regarding the validity of the ordinary shares being registered
10.1	Form of Director and Officer Indemnification Agreement (incorporated by reference to Exhibit 10.2 of the Registrant's Registration Statement on Form F-1 (File No. 333-260003) filed with the SEC on October 4, 2021)
21.1	List of subsidiaries of the Registrant (as of December 31, 2025) (incorporated by reference to Exhibit 8 of the Registrant's Annual Report on Form 20-F (File No. 001-40974) filed with the SEC on February 27, 2026)
23.1**	Consent of KPMG LLP, independent registered public accounting firm
23.2**	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm
23.3**	Consent of Maples and Calder (Cayman) LLP (included in Exhibit 5.1)
24.1**	Powers of Attorney (included on signature page)
107**	Filing Fee Table

* To be filed as an exhibit to a post-effective amendment to this registration statement or as an exhibit to a report filed or furnished under the Exchange Act and incorporated by reference

** Filed herewith

† Schedules and/or exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedules and/or exhibits to the SEC on a confidential basis upon request.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Malta, New York, on September 14, 2026.

GLOBALFOUNDRIES Inc.

By:	/s/ Sam Franklin
	Name: Sam Franklin
	Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Mr. Tim Breen and Mr. Sam Franklin and each of them, individually, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead in any and all capacities, in connection with this registration statement, including to sign in the name and on behalf of the undersigned, any and all amendments or supplements to this Registration Statement on Form F-3 or other applicable form, including post-effective amendments and registrations filed pursuant to Rule 462 under the U.S. Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his or her substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities set forth below on September 14, 2026.

/s/ Tim Breen Name: Tim Breen	Chief Executive Officer and Director *(director, and principal executive officer and authorized representative in the United States)*
/s/ Sam Franklin Name: Sam Franklin	Chief Financial Officer *(principal financial officer)*
/s/ Greg Pedersen Name: Greg Pedersen	Chief Accounting Officer *(principal accounting officer)*
/s/ Marc Antaki Name: Marc Antaki	Director
/s/ Thomas Caulfield Name: Dr. Thomas Caulfield	Director
/s/ Glenda Dorchak Name: Glenda Dorchak	Director
/s/ Samer Halawa Name: Samer Halawa	Director
/s/ David Kerko Name: David Kerko	Director
/s/ Camilla Languille Name: Camilla Languille	Director
/s/ Jack Lazar Name: Jack Lazar	Director
/s/ Ganesh Moorthy Name: Ganesh Moorthy	Director
/s/ Carlos Obeid Name: Carlos Obeid	Director
/s/ Bobby Yerramilli-Rao Name: Dr. Bobby Yerramilli-Rao	Director

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the requirements of the Securities Act of 1933, the Registrant's duly authorized representative has signed this registration statement on Form F-3 in the city of Malta, New York, on September 14, 2026.

By: /s/ Sam Franklin
Name: Sam Franklin
Title: Authorized Representative in the United States

Calculation of Filing Fee Tables

F-3

GLOBALFOUNDRIES Inc.

Table 1: Newly Registered and Carry Forward Securities ☐Not Applicable

		Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
Newly Registered Securities													
Fees to be Paid	1	Equity	Ordinary shares, par value US$0.02 per share	457(r)				0.0001381					
Fees Previously Paid													
Carry Forward Securities													
Carry Forward Securities													
					Total Offering Amounts:		$ 0.00		$ 0.00				
					Total Fees Previously Paid:				$ 0.00				
					Total Fee Offsets:				$ 0.00				
					Net Fee Due:				$ 0.00				

Offering Note

1

A. An indeterminate aggregate number of securities is being registered as may from time to time be sold at indeterminate prices. Separate consideration may or may not be received for securities that are issuable on exercise, conversion or exchange of other securities or that are issued in units or represented by depositary shares. In addition, securities registered hereunder may be sold either separately or as units comprised of one or more types of securities registered hereunder. An unspecified amount of these securities is also being registered as may from time to time be offered hereunder by selling security holders at indeterminate prices.

B. In accordance with Rules 456(b) and 457(r), the Registrant is deferring payment of all of the registration fee.

Table 2: Fee Offset Claims and Sources ☑Not Applicable

		Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
Rules 457(b) and 0-11(a)(2)												
Fee Offset Claims												
Fee Offset Sources												
Rule 457(p)												
Fee Offset Claims												
Fee Offset Sources												

Table 3: Combined Prospectuses ☑Not Applicable

	Security Type	Security Class Title	Amount of Securities Previously Registered	Maximum Aggregate Offering Price of Securities Previously Registered	Form Type	File Number	Initial Effective Date

SECURITIES ISSUANCE AGREEMENT

THIS SECURITIES ISSUANCE AGREEMENT (this "Agreement"), is made as of September 3, 2026, by and between GLOBALFOUNDRIES Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company"), and the United States Department of Commerce (the "Department").

WHEREAS, the Company has agreed, subject to the terms and conditions set forth herein, to issue to the Department such number of Shares (as defined below) set forth in Item 1 of Exhibit A.

NOW, **THEREFORE**, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, the parties agree as follows:

1. Issuance.

1.1 Issuance of Shares.

(a) Subject to the terms and conditions of this Agreement, the Company agrees to issue to the Department, and the Department agrees to accept such issuance, at the Closing (as defined below) that number of ordinary shares, $0.02 par value per share, of the Company ("Ordinary Shares"), set forth in Item 1 on Exhibit A at an issuance price of $37.8505 per share. The Ordinary Shares issued to the Department pursuant to this Agreement shall be referred to in this Agreement as the "Shares."

1.2 Closing; Delivery.

(a) The Closing. The issuance contemplated by Section 1 shall take place remotely via the exchange of documents and signatures, on the date of this Agreement at such time as is mutually agreed upon, orally or in writing, by the Company and the Department (the consummation of such issuance being designated as the "Closing").

(b) Company Closing Obligations. At the Closing, the Company shall:

(i) issue to the Department (or its nominee) the Shares, free and clear of all Liens (other than restrictions on transfer under this Agreement, applicable federal and state securities laws and liens or encumbrances created by or imposed by the Department), and deliver to the Department, as promptly as practicable, and in any event within three (3) Business Days, evidence reasonably satisfactory to the Department of the issuance of such Shares in the name of the Department (or its nominee) in book-entry form on the register of members of the Company maintained by the Company's transfer agent;

(ii) deliver to the Department a duly executed legal opinion from Cleary Gottlieb Steen & Hamilton LLP and Maples and Calder (Cayman) LLP, each as counsel for the Company, dated as of the date hereof, addressed to the Department and each in substantially the forms attached hereto as Exhibit C;

(iii) deliver to the Department a certificate from the Secretary of the Company addressed to the Department, certifying (A) the certificate of incorporation and amended and restated memorandum and articles of association of the Company as in effect at the Closing; (B) a good standing certificate of the Company, as of a recent date prior to the Closing; (C) the incumbency of the officers authorized to act on behalf of the Company in connection with this Agreement; and (D) resolutions of the Board of Directors approving the issuance of the Shares, this Agreement and the transactions contemplated under this Agreement; and

(iv) reimburse the Department, by wire transfer of immediately available funds, the reasonable and documented out-of-pocket expenses incurred by the Department at or prior to Closing in accordance with Section 4.8.

1.3 Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) "Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with, such other Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") when used with respect to any Person, means the possession, directly or indirectly, of the power to cause the direction of management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

(b) "Board of Directors" means the Company's Board of Directors.

(c) "Business Day" means any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close; *provided* that banking institutions shall be deemed to be generally open for business in the event of a "shelter in place" or similar closure of physical branch locations at the direction of any Governmental Authority if such banks' electronic funds transfer system (including wire transfers) are open for use by customers on such day. Unless otherwise specified herein, if any date on which action is required or any deadline set forth herein falls on a day that is not a Business Day, such date or deadline shall be extended to the next succeeding Business Day.

(d) "CHIPS Act" means the Creating Helpful Incentives to Produce Semiconductors for America of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283), as amended by the CHIPS Act of 2022 (Division A of Pub. L. 117-167).

(e) "Competitor" means any current or prospective competitor of the Company that is reasonably identified in writing on the Company's competitor list delivered to and approved by the Department; provided that if the Company delivers an updated competitor list to the Department and it fails to object within 30 days, then the update to the competitor list will be deemed approved by the Department.

(f) "Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

(g) "Governance Documents" means, with respect to any Person, all organizational documents and other documents relating to the governance, management or control of such Person (including any certificate of formation, certificate of incorporation, memorandum and articles of association, certificate of partnership, bylaws, charters, operating agreements, partnership agreements, side letters, limited liability company agreements, shareholder agreements, and all other governance documents).

(h) "Governmental Authority" means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

(i) "Holder" means the Department and any other holder of Registrable Securities to whom the registration rights conferred by this Agreement have been transferred in compliance with Section 3.8(h).

(j) "Lien" means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, transfer restriction, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

(k) "Material Adverse Effect" means as of any date of determination by the Department, a material and adverse effect on: (a) any project pursuant to any existing agreement between the Company or its Subsidiaries and the Department; (b) the ability of the Company or its Subsidiaries to observe and perform its material obligations or enforce its rights in a timely manner under this Agreement or any then existing agreement with the Department to which the Company or any of its Subsidiaries is a party; (c) the business, operations, liabilities, condition (financial or otherwise) or property of the Company or its Subsidiaries; (d) the validity or enforceability of any material provision of this Agreement or any then existing agreement with the Department to which the Company or any of its Subsidiaries is a party; or (e) any material right or remedy of the Company, its Subsidiaries or the Department under this Agreement or any existing agreement among the Department and the Company and any of its Subsidiaries.

(l) "Person" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(m) "Registrable Securities" means the Shares and any equity securities issued or issuable with respect to the Shares as a result of the conversion, exercise or exchange of the Shares or share dividend or share split or in connection with a combination of shares, recapitalization, reclassification, merger, amalgamation, arrangement, consolidation or other reorganization; *provided*, that once issued, such securities will cease to be Registrable Securities when (A) they are sold pursuant to an effective registration statement under the Securities Act, (B) they are eligible to be sold pursuant to Rule 144 without limitation thereunder on volume or manner of sale, and the restrictive legend on the certificate or book-entry notation representing such securities has been removed at the Department's request (or, in the case of uncertificated securities, at the Department's request, the Company has instructed its transfer agent in writing to remove any stop-transfer or similar notation), (C) they shall have ceased to be outstanding, or (D) they have been sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities. No Registrable Securities may be registered under more than one registration statement at any one time.

(n) "Registration Expenses" means all expenses incurred by the Company in effecting any registration pursuant to Section 3.8 (whether or not any registration or prospectus becomes effective or final) or in otherwise complying with its obligations under Section 3.8, including all registration, filing and listing fees, printing expenses, fees and disbursements of counsel for the Company, blue sky fees and expenses, expenses incurred in connection with any "road show," the reasonable fees and disbursements of one counsel to the Holders participating in such registration (which counsel shall be selected by the Holders of a majority of the Registrable Securities included in such registration), and expenses of the Company's independent accountants in connection with any regular or special reviews or audits incident to or required by any such registration, but shall not include Selling Expenses.

(o) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(p) "Selling Expenses" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for any Holder (other than the fees and disbursements of the Department's counsel included in Registration Expenses).

(q) "Shelf Registration Statement" means a registration statement on an appropriate form under Rule 415 under the Securities Act, or an amendment to, or a prospectus supplement filed under, any shelf registration statement that has previously been filed.

(r) "Special Registration" means the registration of (i) equity securities or options or other rights in respect thereof solely registered on Form F-4, Form S-4 or Form S-8 (or successor form) or (ii) shares of equity securities or options or other rights in respect thereof to be offered to directors, members of management, employees, consultants, customers, lenders or vendors of the Company or its Subsidiaries or in connection with dividend reinvestment plans.

(s) "Subsidiary" means, with respect to a Person, a corporation, partnership, trust, joint venture, limited liability company, association, or other business entity of which a majority of the equity interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time owned, or the management of which is controlled, directly, or indirectly through one or more intermediaries, by such Person.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Department that, except as set forth on the Disclosure Schedule attached as Exhibit B to this Agreement, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date of the Closing, except as otherwise indicated. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections contained in this Section 2, and the disclosures in any section of the Disclosure Schedule shall qualify other sections in this Section 2 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections.

For purposes of these representations and warranties (other than those in Sections 2.1, 2.2, 2.3, 2.4, 2.6 and 2.7), the term the "Company" shall include the Subsidiaries of the Company, unless otherwise noted herein.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company (a) is an exempted company with limited liability incorporated, validly existing and in good standing under the laws of the Cayman Islands; (b) is duly qualified to do business in each jurisdiction where the failure to so qualify could reasonably be expected to have a Material Adverse Effect; and (c) has all requisite power and authority to (i) own or hold under lease and operate the property it purports to own or hold under lease; (ii) carry on its business as now being conducted; and (iii) execute, deliver, perform and observe the terms and conditions of this Agreement. The Company has made available to the Department true, accurate and complete copies of each of the Governance Documents of the Company.

2.2 Capitalization.

(a) The authorized share capital of the Company consists, immediately prior to the Closing, of:

(i) 1,300,000,000 Ordinary Shares, par value $0.02 per share, 547,426,037 shares of which are issued and outstanding as of September 2, 2026.

(ii) 200,000,000 Preferred Shares, par value $0.02 per share, 0 shares of which are issued and outstanding. The rights, privileges and preferences of the Preferred Shares are as stated in the amended and restated memorandum and articles of association of the Company and as provided under the laws of the Cayman Islands.

(iii) All of the issued and outstanding shares of the Company have been duly authorized, are fully paid and non-assessable and were issued in compliance with all applicable federal and state securities laws. No such shares are subject to any preemptive rights (nor were they issued in violation of any preemptive rights).

(b) As of the date hereof, the Company has reserved (i) 33,019,985 Ordinary Shares for issuance to officers, directors, employees and consultants of the Company pursuant to its 2021 Equity Compensation Plan duly adopted by the Board of Directors and approved by the Company shareholders (the "2021 Share Plan"), (ii) 3,642,325 Ordinary Shares for issuance to officers, directors, employees and consultants of the Company pursuant to its 2018 Share Incentive Plan duly adopted by the Board of Directors and approved by the Company shareholders (the "2018 Share Plan"), and (iii) 4 Ordinary Shares for issuance to officers, directors, employees and consultants of the Company pursuant to its 2017 Share Incentive Plan duly adopted by the Board of Directors and approved by the Company shareholders (the "2017 Share Plan" and together with the 2021 Share Plan and the 2018 Share Plan, the "Share Plan"). Of such reserved Ordinary Shares, (i) under the 2021 Share Plan, 12,676,144 shares have been issued pursuant to restricted share unit award agreements and are currently outstanding, and 20,343,841 shares remain available for issuance to officers, directors, employees and consultants pursuant to the Share Plan, all of which remain uncommitted and unallocated (except as set out in the last sentence of this paragraph), (ii) under the 2018 Share Plan, 135,041 shares have been issued pursuant to share option agreements and are currently outstanding and subject to exercise, and 3,642,325 shares remain available for issuance to officers, directors, employees and consultants pursuant to the Share Plan, all of which remain uncommitted and unallocated, (iii) under the 2017 Share Plan, 0 shares have been issued pursuant to share option agreements and are currently outstanding and subject to exercise, and 4 shares remain available for issuance to officers, directors, employees and consultants pursuant to the Share Plan, all of which remain uncommitted and unallocated. The Company has ceased to issue any share awards under the 2018 Share Plan and 2017 Share Plan. Under the 2021 Share Plan, 9,720 Ordinary Shares are expected to be issued pursuant to restricted share unit award agreements in connection with the Synopsys ARC acquisition and the Photeon Technologies acquisition. The Company has furnished to the Department complete and accurate copies of the Share Plan and forms of agreements used thereunder.

(c) Except as set forth in the Company Reports or Section 2.2(c) of the Disclosure Schedule, as of the date hereof, there are no outstanding options, warrants, convertible securities, rights (including conversion or preemptive rights, rights of first refusal or similar rights) or agreements to purchase or acquire from the Company any Ordinary Shares or Preferred Shares, or any securities convertible into or exercisable or exchangeable for Ordinary Shares or Preferred Shares.

(d) The Company has obtained valid waivers of any rights by other parties to purchase, or participate in the issuance of, any of the Shares covered by this Agreement.

2.3 Subsidiaries. In each case as of the date hereof: (1) Section 2.3 of the Disclosure Schedule sets forth each material Subsidiary of the Company and the percentage of the equity interests thereof owned, directly or indirectly, by the Company; (2) other than the Subsidiaries set forth on Section 2.3 of the Disclosure Schedule, the Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity; and (3) the Company is not a participant in any joint venture, partnership, or similar arrangement except as set forth on the Disclosure Schedule attached as Exhibit B to this Agreement.

2.4 Authorization; No Conflict. All corporate action required to be taken by the Board of Directors and the Company's shareholders in order to authorize the Company to enter into this Agreement and issue the Shares, has been taken. All action on the part of the officers of the Company necessary for the execution and delivery of this Agreement, the performance of all obligations of the Company under this Agreement to be performed as of the Closing, and the issuance and delivery of the Shares has been taken or will be taken. Neither the Company's execution and delivery thereof, nor its consummation of the transactions contemplated by this Agreement, nor its compliance with the terms of this Agreement (a) contravenes its organizational documents or any applicable laws in any material respects; (b) contravenes or results in any breach or constitutes any default under any material governmental judgment; (c) contravenes or result in any breach or constitutes any default under any material agreement or instrument to which it is a party; or (d) requires the consent or approval of any person other than any consents or approvals that have been obtained and are in full force and effect.

2.5 Legality; Validity; Enforceability. This Agreement to which the Company is (or will be when executed) a party constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other applicable laws affecting creditors' rights generally and by general principles of equity.

2.6 Valid Issuance of Shares. The Shares, when issued, sold and delivered in accordance with the terms set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of all Liens (other than restrictions on transfer under this Agreement, applicable federal and state securities laws and liens or encumbrances created by or imposed by the Department). Subject to the filings described in Section 2.7 below, the Shares will be issued in compliance with all applicable federal and state securities laws. The Shares have been duly reserved for issuance out of the Company's existing authorised share capital, and will be issued in accordance with the terms of the amended and restated memorandum and articles of association of the Company.

2.7 Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for (a) the filing of a Current Report on Form 6-K required to be filed with the SEC, (b) such filings or approvals as are required pursuant to applicable state securities or blue sky laws, (c) such filings as required by Section 3.8, and (d) the filing of a listing of additional shares notification form with the Exchange, each of which has been made or will be made within the required deadlines for each, as applicable.

2.8 Reports.

(a) Since December 31, 2022, the Company has timely filed all reports, registrations, documents, filings, statements and submissions, together with any amendments thereto, that it was required to file with any Governmental Authority (the foregoing, collectively, the "Company Reports") and has paid all fees and assessments due and payable in connection therewith, except, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Company. As of their respective dates of filing, the Company Reports complied in all material respects with all statutes and applicable rules and regulations of the applicable Governmental Authority. In the case of each such Company Report filed with or furnished to the SEC, such Company Report (i) did not, as of its date or if amended prior to the date hereof, as of the date of such amendment, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and (ii) complied as to form in all material respects with the applicable requirements of the Securities Act and the Exchange Act. With respect to all other Company Reports, the Company Reports were complete and accurate in all material respects as of their respective dates. No executive officer of the Company or any Subsidiary has failed in any respect to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act of 2002.

(b) The Company (i) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Exchange Act) to ensure that material information relating to the Company, including its Subsidiaries, is made known to the chief executive officer and the chief financial officer of the Company by others within those entities, and (ii) has disclosed, based on its most recent evaluation prior to the date hereof, to the Company's outside auditors and the audit committee of the Board of Directors (x) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (y) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

(c) The financial statements of the Company and its consolidated Subsidiaries included or incorporated by reference in the Company Reports filed with the SEC since December 31, 2022 (the "Company Financial Statements"), present fairly in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates indicated therein and the consolidated results of their operations for the periods specified therein. Such financial statements (i) were prepared in conformity with International Financial Reporting Standards ("IFRS") applied on a consistent basis (except as may be noted therein); (ii) have been prepared from, and are in accordance with, the books and records of the Company and its Subsidiaries; and (iii) complied as to form, as of their respective dates of filing with the SEC, in all material respects with the applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto.

2.9 Offering of Securities. Neither the Company nor any person acting on its behalf has taken any action (including any offering of any securities of the Company under circumstances which would require the integration of such offering with the offering of any of the Shares under the Securities Act, and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder), which might subject the issuance of any of the Shares to the Department pursuant to this Agreement to the registration requirements of the Securities Act.

2.10 Anti-Takeover Provisions and Rights Plan. The Company and the Board of Directors have taken all necessary action to ensure that the transactions contemplated by this Agreement, including the issuance of the Shares are exempt from any anti-takeover or similar provisions of the Company's Governance Documents, and any other provisions of any applicable "moratorium", "control share", "fair price", "interested shareholder" or other anti-takeover laws and regulations of any jurisdiction. The Company has taken all actions necessary, if any, to render any shareholders' rights plan of the Company inapplicable to this Agreement and the consummation of the transactions contemplated hereby and thereby. The Company and the Board of Directors warrant that neither the Company nor the Board of Directors shall, at any time following the date hereof, take any action, adopt any resolution, amend or modify the Company's Governance Documents, adopt or implement any stockholders' rights plan, or take or permit any other action that would cause the issuance of the Shares or any of the transactions contemplated by this Agreement (or any other existing agreement between the Company or its Subsidiaries and the Department) to become subject to, or fail to be exempt from, any anti-takeover or similar provisions, including any "moratorium", "control share", "fair price", "interested shareholder" or other anti-takeover laws or regulations of any jurisdiction, or any shareholders' rights plan, in each case that was not applicable to such issuance or transactions as of the date hereof.

2.11 Brokers and Finders. No broker, finder or investment bank is entitled to any financial advisory, brokerage, finder's or other fee or commission in connection with this Agreement or the Shares or the transactions contemplated hereby or thereby based upon arrangements made by or on behalf of the Company for which the Department could have any liability.

2.12 Listing. The Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and listed on The Nasdaq Global Select Market (the "Exchange"), and the Company has taken no action designed to, or which is reasonably likely to have the effect of, terminating the registration of the Ordinary Shares under the Exchange Act or delisting the Ordinary Shares from the Exchange, nor has the Company received any written notification that the Securities and Exchange Commission (the "SEC") or the Exchange is contemplating terminating such registration or listing. The Company is in compliance with applicable continued listing requirements of the Exchange in all material respects.

2.13 No Undisclosed Liabilities. Neither the Company nor any of its Subsidiaries has any liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not properly reflected or reserved against in the Company Financial Statements to the extent required to be so reflected or reserved against in accordance with IFRS, except for (A) liabilities that have arisen since the last fiscal year end in the ordinary course of business, (B) obligations expressly contemplated by, and fees and expenses payable to the Company's external representatives for services rendered in connection with, this Agreement and the transactions contemplated hereby or thereby; and (C) liabilities that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. The transactions contemplated by this Agreement will not, of themselves, give rise to any defaults or any rights of conversion or redemption under any of the Company's outstanding debt instruments.

2.14 Litigation and Other Proceedings. There is no pending or, to the Company's knowledge, documented threatened action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration at law or in equity, or before or by any Governmental Authority, domestic or foreign or other regulatory body or any arbitrator that relates to: (a) the legality, validity or enforceability of this Agreement or any transaction contemplated thereby; or (b) has caused, or could reasonably be expected to cause, a Material Adverse Effect.

2.15 Compliance with Laws. The Company and each of its Subsidiaries are, and have been, in compliance with all applicable laws, statutes, rules, regulations, ordinances, judgments, orders and decrees of any governmental or regulatory authority applicable to the conduct of their respective businesses, and possess all licenses, permits, certificates and authorizations necessary to conduct their businesses as currently conducted, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2.16 Disclosure. The Company has made available to the Department all information in the Company's possession or reasonably available to the Company that the Department has reasonably requested in writing for deciding whether to acquire the Shares. No representation or warranty of the Company contained in this Agreement, as qualified by the Disclosure Schedule, and, to the Company's knowledge, no certificate furnished or to be furnished to the Department at the Closing contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. It is understood that this representation is qualified by the fact that the Company has not delivered to the Department, and has not been requested to deliver, a private placement or similar memorandum or any written disclosure of the types of information customarily furnished to purchasers of securities.

3. Additional Agreements.

3.1 Investment Purposes. The Department acknowledges that the Shares have not been registered under the Securities Act or under any state securities laws. The Department (a) is acquiring the Shares pursuant to an exemption from registration under the Securities Act solely for investment without a view to sell and with no present intention to distribute them to any person in violation of the Securities Act or any applicable U.S. state securities laws; (b) will not sell or otherwise dispose of any of the Shares, except in compliance with the registration requirements or exemption provisions of the Securities Act and any applicable U.S. state securities laws; and (c) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of the Shares and of making an informed investment decision.

3.2 Legends. The Department agrees that all certificates or other instruments representing the Shares will bear a legend substantially to the following effect:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS."

In the event that any Shares (a) become registered under the Securities Act or (b) are eligible to be transferred pursuant to Rule 144 without limitation thereunder on volume or manner of sale or another exemption from registration under the Securities Act (other than Rule 144A), the Company, upon request of the Department and receipt of customary representations and documentation reasonably requested by the Company, its outside legal counsel or its transfer agent, shall issue or cause to be recorded new certificates or book-entry notations representing such Shares, which shall not contain the legend above; *provided,* that the Department surrenders to the Company any previously issued certificates or other instruments; and *provided*, further, that the Company shall not be required to remove or cause the removal of any legend if it reasonably believes that such removal could result in or facilitate transfers of securities in violation of applicable law.

3.3 Certain Transactions. The Company will not merge or consolidate with, or sell, transfer or lease all or substantially all of its property or assets to, any other party unless the successor, transferee or lessee party (or its ultimate parent entity), as the case may be (if not the Company), expressly assumes the due and punctual performance and observance of each and every covenant, agreement and condition of this Agreement to be performed and observed by the Company.

3.4 Transfers. Subject to compliance with applicable securities laws and the remainder of this Section 3.4, the Department shall be permitted to transfer, sell, assign or otherwise dispose of ("Transfer") all or a portion of the Shares at any time, and the Company shall take all commercially reasonable steps as may be reasonably requested by the Department to facilitate the Transfer of the Shares; *provided* that the Department shall not Transfer the Shares in a privately negotiated transaction, to (a) any Competitor or (b) any transferee whose ownership of the Shares would (or could reasonably be expected to) cause the Company to violate any provision under any other then existing agreements with the Department or any applicable law. As a condition precedent to any Transfer of the Shares by the Department in a privately negotiated transaction, any transferee receiving the Shares in accordance with the terms set forth above must agree to be bound by the terms of this Agreement by executing and delivering a joinder to this Agreement. Any Transfer or attempted Transfer in violation of this Section 3.4 shall be void *ab initio*.

3.5 Voting Restrictions for U.S. Governmental Entities. To the extent any Shares issued to the Department hereunder carry any voting rights (collectively, "Voting Shares"), the Department agrees that, for so long as a U.S. governmental entity or instrumentality or department or agency thereof, or an entity in which the U.S. government has a majority and controlling ownership interest (collectively, "U.S. Governmental Entities"), owns any such Voting Shares, that such U.S. Governmental Entity shall not be entitled to vote any such Voting Shares at any annual or special meeting of shareholders of the Company or execute or deliver any written consent in its capacity as a holder of such Voting Shares to the greatest extent possible consistent with applicable laws, except with respect to (a) any matter on which such U.S. Governmental Entity is entitled to vote pursuant to amended and restated memorandum and articles of association of the Company that would or would have the effect of increasing or decreasing the aggregate number of authorized shares of such class applicable to such Voting Shares, increasing or decreasing the par value of the shares of such class applicable to such Voting Shares, or altering or changing the powers, preferences, or special rights of the shares of such class applicable to such Voting Shares so as to affect them adversely, or (b) any merger, consolidation or similar business combination involving the Company. For the avoidance of doubt, any transferee of such Voting Shares that is not a U.S. Governmental Entity shall have the full right to vote, or act by written consent with respect to, such equity interests. This Section 3.5 shall terminate and be of no further force and effect at such time that no U.S. Governmental Entity owns any such Voting Shares.

3.6 Exchange Listing Notification. As promptly as practicable following the Closing (and in any event within the time period required by the applicable rules of the Exchange), the Company shall file with the Exchange the applicable listing of additional shares notification or other required notice in connection with the issuance of the Shares.

3.7 Information. With a view to making available to the Department the benefits of certain rules and regulations of the SEC, which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use commercially reasonable efforts to: (a) make and keep adequate public information available, as those terms are understood and defined in Rule 144(c) or any similar or analogous rule promulgated under the Securities Act, at all times after the date hereof; (b)(i) file with the SEC, in a timely manner, all reports and other documents required of the Company under the Securities Act and the Exchange Act, and (ii) if at any time the Company is not required to file such reports, make available, upon the request of the Department, such information necessary to permit sales pursuant to Rule 144A (including the information required by Rule 144A(d)(4) under the Securities Act); (c) furnish to the Department or holder of Registrable Securities forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of the Exchange Act and Rule 144(c)(1); a copy of the most recent annual or quarterly report of the Company; and such other reports and documents as the Department or such holder may reasonably request in availing itself of any rule or regulation of the SEC allowing it to sell any such securities to the public without registration; and (d) take such further action as the Department or such holder may reasonably request, all to the extent required from time to time to enable the Department or such holder to sell Registrable Securities without registration under the Securities Act. If the Registrable Securities are eligible to be sold without restriction under, and without the Company being in compliance with the current public information requirements of, Rule 144 under the Securities Act, then at the Department's request and upon receipt of customary representations and documentation reasonably requested by the Company or its transfer agent, the Company will cause its transfer agent to remove the legend set forth in Section 3.2. In connection therewith, if required by the Company's transfer agent, the Company will promptly cause an opinion of counsel to be delivered to and maintained with its transfer agent, together with any other authorizations, certificates and directions required by the transfer agent that authorize and direct the transfer agent to issue such Registrable Securities without any such legend; notwithstanding the foregoing, Company will not be required to deliver any such opinion, authorization, certificate or direction if it reasonably believes that removal of the legend could result in or facilitate transfers of securities in violation of applicable law.

3.8 Registration Rights.

(a) Registration. Subject to the terms and conditions of this Section 3.8, the Company shall use commercially reasonable efforts to file by the date that is six (6) months after the date of this Agreement (the "Filing Date") a Shelf Registration Statement with the SEC covering the resale of the Registrable Securities on Form F-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form F-3, then such registration shall be on Form F-1 or another appropriate form and shall provide for the registration of such Registrable Securities for resale by the Holders in accordance with any reasonable method of distribution elected by the Holders) (the "Registration Statement"), and, to the extent the Registration Statement has not theretofore been declared effective or is not automatically effective upon such filing, the Company shall use commercially reasonable efforts to cause the Registration Statement to be declared or become effective and to keep the Registration Statement continuously effective and in compliance with the Securities Act and usable for resale of such Registrable Securities for a period from the date of its initial effectiveness until such time as there are no Registrable Securities remaining (including by refiling such Registration Statement (or a new Shelf Registration Statement) if the initial Registration Statement expires); *provided*, however, that the Company's obligation to file a Shelf Registration Statement pursuant to this Section 3.8 shall be deemed satisfied if, as of the Filing Date, there exists a Shelf Registration Statement (including an Automatic Shelf Registration Statement (as defined in Rule 405 under the Securities Act)) previously filed by the Company that covers the resale of the Registrable Securities, and the Company files a prospectus supplement to such existing Shelf Registration Statement to register the resale of the Registrable Securities thereunder no later than the Filing Date (and references herein to the "Registration Statement" shall include any such existing Shelf Registration Statement, as supplemented). If the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) at the time of filing the Registration Statement with the SEC, the Registration Statement shall be designated as an Automatic Shelf Registration Statement. The Company shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the forty-fifth (45^{th}) calendar day (or ninetieth (90^{th}) calendar day if the SEC notifies the Company that it will "review" the Registration Statement) following the Filing Date and (ii) the fifth (5^{th}) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be "reviewed" or will not be subject to further review. If any Holder intends to distribute any Registrable Securities by means of an underwritten offering it shall promptly advise the Company and the Company shall take all reasonable steps to facilitate such distribution, including the actions required pursuant to Section 3.8(c); *provided*, that the Company shall not be required to facilitate more than one completed underwritten offering within any 12-month period and the Company shall not be required to facilitate an underwritten offering unless the total number of shares of Ordinary Shares expected to be sold in such offering exceeds at least twenty percent (20%) of the total number of Shares issued under this Agreement. The lead underwriters in any such distribution shall be selected by the Holders of a majority of the Registrable Securities to be distributed and shall be reasonably acceptable to the Company. The Company shall not be required to effect a registration (including a resale of Registrable Securities from an effective Registration Statement): (A) prior to the Filing Date; (B) with respect to securities that are not Registrable Securities; or (C) if the Company has notified the Holders that in the good faith judgment of the Board of Directors, it would be materially detrimental to the Company or its securityholders for such registration to be effected at such time, in which event the Company shall have the right to defer such registration for a period of not more than forty-five (45) days after receipt of the request of the applicable Holder; *provided*, that such right to delay a registration shall be exercised by the Company (x) only if the Company has generally exercised (or is concurrently exercising) similar black-out rights against holders of any similar securities that have registration rights and (y) not more than three times in any 12-month period and not more than ninety (90) days in the aggregate in any 12-month period. The Company shall notify the Holders of the date of any anticipated termination of any such deferral period prior to such date.

(b) Piggyback Registration Rights. If during any period when an effective Shelf Registration Statement is not available, the Company proposes to register any of its equity securities, other than a registration pursuant to Section 3.8(a), a registration solely for parties to the Mubadala Registration Rights Agreement (as defined below), a Special Registration or a registration related to an at-the-market offering program, and the registration form to be filed may be used for the registration or qualification for distribution of Registrable Securities (all such Company registrations and offerings, the "Eligible Company Equity Transactions"), the Company will give prompt written notice to the Department and all other Holders of its intention to effect such a registration or conduct such an offering (but in no event less than fifteen (15) calendar days prior to the anticipated filing date) and will include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion therein within ten (10) Business Days after the date of the Company's notice (a "Piggyback Registration"). For the avoidance of doubt, the Holders shall have piggyback registration rights only with respect to Eligible Company Equity Transactions and shall not have any piggyback registration rights under this Agreement in respect of any registration or offering of equity securities initiated by the parties to the Mubadala Registration Rights Agreement. Any Holder that has made such a written request may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company and the lead managing underwriter, if any, on or before the fifth (5^{th}) Business Day prior to the planned effective date of such Piggyback Registration. The Company may terminate or withdraw any registration under this Section 3.8(b) prior to the effectiveness of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. If, in connection with a Piggyback Registration that involves an underwritten offering, the lead managing underwriter advises the Company in writing that, in its or their opinion, the inclusion of all the securities sought to be included in such underwritten offering would adversely affect the probability of success, the proposed offering price, the timing or the distribution method thereof, then the Company shall include in such underwritten offering (and in the registration statement applicable to such Piggyback Registration) only such securities as the Company is so advised by such lead managing underwriter can be sold without such an effect, in the following order of priority: (1) if the Piggyback Registration relates to an offering for the Company's own account, then (A) first, such number of shares of equity securities to be sold by the Company as the Company, in its reasonable judgment, shall have determined, (B) second, shares held by holders having piggyback registration rights pursuant to the Registration Rights Agreement, dated as of November 1, 2021, among the Company, Mubadala Technology Investment Company, and MTI International Investment Company LLC (collectively, "Mubadala," and such agreement as amended from time to time, the "Mubadala Registration Rights Agreement"), (C) third, a pro rata number of shares consisting of (x) Registrable Securities of the Holders and (y) shares held by any other persons having rights of registration on parity with the Holders with respect to such offering (in each case, based on the number of shares of equity securities properly requested to be included in such offering), and (D) fourth, shares of equity securities sought to be registered by holders not otherwise encompassed by clauses (B) or (C) of this Section 3.8(b) (such priority order, the "Offering Cutback Order of Priority"); or (2) if the Piggyback

Registration relates to an offering other than for the Company's own account (or the account of a party to the Mubadala Registration Rights Agreement), then (A) first, shares held by holders having piggyback registration rights pursuant to the Mubadala Registration Rights Agreement, (B) second, the Registrable Securities of the Holders and shares of equity securities sought to be registered by persons having rights of registration on parity with the Holders (pro rata on the basis of shares properly requested), (C) third, shares of equity securities to be sold by the Company, and (D) fourth, any remaining shares. Notwithstanding any of the foregoing, the Holders shall be entitled to include in any offering for the Company's own account pursuant to subclause (1) above an amount of Registrable Securities representing not less than 5% of the total securities included in such underwritten offering (or such lesser amount as represents all of the Registrable Securities requested to be included by such Holders) without regard to the Offering Cutback Order of Priority (such amount, the "Minimum Guaranteed Allotment"). In the event any Holders desire to include an amount of Registrable Securities beyond the Minimum Guaranteed Allotment, the Offering Cutback Order of Priority shall apply to the amount of Registrable Securities in excess of the Minimum Guaranteed Allotment, as applicable.

(c) Expenses of Registration. All Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to this Section 3.8 shall be borne by the Company. All Selling Expenses incurred in connection with any registrations pursuant to this Section 3.8 shall be borne by the Holders of the securities so registered pro rata on the basis of the aggregate offering or sale price of the securities so registered.

(d) Obligations of the Company. The Company shall use commercially reasonable efforts, for so long as there are Registrable Securities outstanding, to take such actions as are under its control to not become an ineligible issuer (as defined in Rule 405 under the Securities Act) and to remain a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) if it has such status on the date hereof or becomes eligible for such status in the future. In addition, whenever required to effect the registration of any Registrable Securities or facilitate the distribution of Registrable Securities pursuant to an effective Shelf Registration Statement, the Company shall, as expeditiously as reasonably practicable:

(i) Prepare and file with the SEC a prospectus supplement with respect to a proposed offering of Registrable Securities pursuant to an effective registration statement, subject to Section 3.8(e), keep such registration statement effective and keep such prospectus supplement current until the securities described therein are no longer Registrable Securities. The plan of distribution included in such registration statement, or applicable prospectus supplement, shall include, among other things, an underwritten offering, ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers, block trades, privately negotiated transactions, the writing or settlement of options or other derivative transactions and any other method permitted pursuant to applicable law, and any combination thereof.

(ii) Prepare and file with the SEC such amendments and supplements to the applicable registration statement and the prospectus or prospectus supplement used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(iii) Furnish to the Holders and any underwriters such number of copies of the applicable registration statement and each such amendment and supplement thereto (including in each case all exhibits) and of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned or to be distributed by them.

(iv) Use commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions as shall be reasonably requested by the Holders or any managing underwriter, to keep such registration or qualification in effect for so long as such registration statement remains in effect, and to take any other action which may be reasonably necessary to enable such seller to consummate the disposition in such jurisdictions of the securities owned by such Holder; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(v) Notify each Holder of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the applicable prospectus, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing.

(vi) Give written notice to the Holders: (A) when any registration statement filed pursuant to this Section 3.8 or any amendment thereto has been filed with the SEC and when such registration statement or any post-effective amendment thereto has become effective; (B) of any request by the SEC for amendments or supplements to any registration statement or the prospectus included therein or for additional information; (C) of the issuance by the SEC of any stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose; (D) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Ordinary Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and (E) of the happening of any event that requires the Company to make changes in any effective registration statement or the prospectus related to the registration statement in order to make the statements therein not misleading (which notice shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made).

(vii) Use commercially reasonable efforts to prevent the issuance of, or obtain the withdrawal of, any stop order suspending the effectiveness of any registration statement at the earliest practicable time.

(viii) Upon the occurrence of any event contemplated by Section 3.8(d)(v), 3.8(d)(vi)(E) or 3.8(f), promptly prepare a post-effective amendment to such registration statement or a supplement to the related prospectus or file any other required document so that, as thereafter delivered to the Holders and any underwriters, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading. If the Company notifies the Holders in accordance with Section 3.8(d)(vi)(E) to suspend the use of the prospectus until the requisite changes have been made, then the Holders and any underwriters shall suspend use of such prospectus and use their reasonable best efforts to return to the Company all copies of such prospectus (at the Company's expense) other than permanent file copies then in such Holders' or underwriters' possession. The total number of days that any such suspension may be in effect in any 12-month period shall not exceed ninety (90) days. The Company shall notify the Holders of the date of any anticipated termination of any such suspension period prior to such date.

(ix) Use commercially reasonable efforts to procure the cooperation of the Company's transfer agent in settling any offering or sale of Registrable Securities, including with respect to the transfer of physical stock certificates into book-entry form in accordance with any procedures reasonably requested by the Holders or any managing underwriter.

(x) If an underwritten offering is requested pursuant to Section 3.8(a), enter into an underwriting agreement in customary form, scope and substance and take all such other actions reasonably requested by the Holders of a majority of the Registrable Securities being sold in connection therewith or by any managing underwriter, if any, to expedite or facilitate the underwritten disposition of such Registrable Securities, and in connection therewith in any underwritten offering (including making members of management and executives of the Company available to participate in "road shows" and similar marketing activities), (i) make such representations and warranties to the selling Holders and the managing underwriters, if any, with respect to the business of the Company and its Subsidiaries, the Registration Statement and prospectus in customary form, substance and scope, and, if true, confirm the same if and when requested, (ii) use commercially reasonable efforts to furnish the managing underwriters with opinions and "10b-5" letters of counsel to the Company, addressed to the managing underwriters, if any, covering the matters customarily covered in such opinions and letters in underwritten offerings, (iii) use commercially reasonable efforts to obtain "cold comfort" letters from the independent certified public accountants of the Company who have certified the financial statements included in such Registration Statement, addressed to each of the managing underwriters, if any, in customary form and covering matters of the type customarily covered in "cold comfort" letters, (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures customary in underwritten offerings (provided that the Department shall not be obligated to provide any indemnity and any other Holder (that is not a U.S. Governmental Entity) shall provide indemnities customarily provided by selling stockholders in similar offerings), and (v) deliver such documents and certificates as may be reasonably requested by the Holders of a majority of the Registrable Securities being sold in connection therewith, their counsel and the managing underwriters, if any, to evidence the continued validity of the representations and warranties made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in the underwriting agreement.

(xi) Make available for inspection by a representative of the Holders, the managing underwriters, if any, and any attorneys or accountants retained by such Holders or managing underwriters, at the offices where normally kept, during reasonable business hours, financial and other records, pertinent corporate documents and properties of the Company, and cause the officers, directors and employees of the Company to supply all information reasonably requested by any such representative, managing underwriters, attorney or accountant, subject to customary confidentiality undertakings and compliance with applicable law and Company policies, in connection with such Registration Statement.

(xii) Use commercially reasonable efforts to cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed.

(xiii) If requested by the Holders of a majority of the Registrable Securities being registered or sold in connection therewith, or the managing underwriters, if any, promptly include in a prospectus supplement or amendment such information as such Holders or managing underwriters may reasonably request in order to permit the intended method of distribution of such securities, and make all required filings of such prospectus supplement or such amendment as soon as practicable after the Company has received such request.

(xiv) Timely provide to its security holders earnings statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

(e) Suspension of Sales. Upon receipt of written notice from the Company that a registration statement, prospectus or prospectus supplement contains or may contain an untrue statement of a material fact or omits or may omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that circumstances exist that make inadvisable use of such registration statement, prospectus or prospectus supplement, each Holder of Registrable Securities shall forthwith discontinue disposition of Registrable Securities until such Holder has received copies of a supplemented or amended prospectus or prospectus supplement, or until such Holder is advised in writing by the Company that the use of the prospectus and, if applicable, prospectus supplement may be resumed, and, if so directed by the Company, such Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the prospectus and, if applicable, prospectus supplement covering such Registrable Securities current at the time of receipt of such notice. The total number of days that any such suspension may be in effect in any 12-month period shall not exceed ninety (90) days. The Company shall notify the Holders prior to the anticipated termination of any such suspension period of the date of such anticipated termination.

(f) Indemnification.

(i) The Company agrees to indemnify each Holder and, if a Holder is a person other than an individual, such Holder's officers, directors, employees, agents, representatives and Affiliates, and each Person, if any, that controls a Holder within the meaning of the Securities Act (each, an "Indemnitee"), against any and all losses, claims, damages, actions, liabilities, costs and expenses (including reasonable fees, expenses and disbursements of attorneys and other professionals incurred in connection with investigating, defending, settling, compromising or paying any such losses, claims, damages, actions, liabilities, costs and expenses), joint or several, arising out of or based upon any untrue statement or alleged untrue statement of material fact contained in any registration statement filed pursuant to this Section 3.8, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto or any documents incorporated therein by reference or contained in any free writing prospectus (as defined in Rule 405 under the Securities Act) prepared by the Company or authorized by it in writing for use by such Holder (or any amendment or supplement thereto); or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; *provided*, that the Company shall not be liable to such Indemnitee in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon (A) an untrue statement or omission made in reliance upon and in conformity with information regarding such Indemnitee or its plan of distribution or ownership interests which was furnished in writing to the Company by such Indemnitee expressly for use in connection with such registration statement, including any such preliminary or final prospectus or any such amendments or supplements thereto, or (B) offers or sales effected by or on behalf of such Indemnitee "by means of" (as defined in Rule 159A under the Securities Act) a "free writing prospectus" (as defined in Rule 405 under the Securities Act) that was not authorized in writing by the Company. For the avoidance of doubt, no Holder that is a U.S. Governmental Entity shall be required to provide any indemnity in connection with any registered offering of Registrable Securities.

(ii) Contribution. If the indemnification provided for in Section 3.8(f)(i) is unavailable to an Indemnitee with respect to any losses, claims, damages, actions, liabilities, costs or expenses referred to therein or is insufficient to hold the Indemnitee harmless as contemplated therein, then the Company, in lieu of indemnifying such Indemnitee, shall contribute to the amount paid or payable by such Indemnitee as a result of such losses, claims, damages, actions, liabilities, costs or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnitee, on the one hand, and the Company, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, actions, liabilities, costs or expenses as well as any other relevant equitable considerations. The relative fault of the Company, on the one hand, and of the Indemnitee, on the other hand, shall be determined by reference to, among other factors, whether the untrue statement of a material fact or omission to state a material fact relates to information supplied by the Company or by the Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; the Company and each Holder agree that it would not be just and equitable if contribution pursuant to this Section 3.8(f)(ii) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 3.8(f)(i). No Indemnitee guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from the Company if the Company was not guilty of such fraudulent misrepresentation.

(g) No Inconsistent Agreements. The Company shall not, on or after the date hereof, enter into any agreement with respect to its securities that may impair the rights granted to the Holders under this Section 3.8 or that otherwise conflicts with the provisions hereof in any manner that may impair the rights granted to the Holders under this Section 3.8. Notwithstanding the foregoing, other than any consents, amendments or waivers entered into in connection with this Agreement, nothing in this Agreement shall require the Company to amend, waive or breach any agreement with respect to its securities entered into prior to the date hereof. To the extent there are any inconsistencies between the rights granted to the Holders under this Section 3.8 and the terms of the Mubadala Registration Rights Agreement for which waiver or consent was not obtained in connection with this Agreement, the Company and the Holders shall use commercially reasonable efforts to seek to resolve the inconsistencies through good-faith discussions and commercially reasonable efforts to reach a mutually acceptable resolution. Any transaction entered into by the Company that would reasonably be expected to require the inclusion in a Registration Statement or any Company Report filed with the SEC of any separate financial statements pursuant to Rule 3-05 of Regulation S-X or pro forma financial statements pursuant to Article 11 of Regulation S-X shall include provisions requiring the Company's counterparty to provide any information necessary to allow the Company to comply with its obligations under this Section 3.8.

(h) Assignment of Registration Rights. The rights of the Department to registration of Registrable Securities as a Holder pursuant to Section 3.8(a) or Section 3.8(b) (and the related provisions of this Section 3.8) may be assigned by the Department to a transferee or assignee of Registrable Securities in connection with a Transfer of Registrable Securities representing at least fifteen percent (15%) of the total number of Registrable Securities then outstanding; *provided*, that the transferor shall, within ten (10) days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the number and type of Registrable Securities that are being assigned. Any such assignee shall be deemed a "Holder" hereunder.

(i) Clear Market. With respect to any underwritten offering of Registrable Securities by any Holder pursuant to this Section 3.8, the Company agrees not to effect (other than pursuant to such registration or pursuant to a Special Registration) any public sale or distribution, or to file any Shelf Registration Statement (other than such registration or a Special Registration) covering any of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities, during the period not to exceed thirty (30) days following the effective date of such offering, provided that the foregoing shall not apply to (a) sales or issuances pursuant to employee benefit plans, equity incentive plans, dividend reinvestment plans or similar arrangements made in the ordinary course, (b) sales under any at-the-market offering program in effect prior to the launch of such underwritten offering, or (c) transactions required by any then existing agreements between the Company and its Subsidiaries and the Department. The Company also agrees to cause such of its directors and senior executive officers to execute and deliver customary lock-up agreements in such form and for such time period up to thirty (30) days as may be requested by the managing underwriter.

(j) Termination of Registration Rights. A Holder's registration rights as to any securities held by such Holder shall not be available unless such securities are Registrable Securities.

(k) Certain Offerings by Holders. In the case of any securities held by a Holder that cease to be Registrable Securities solely by reason of clause (B) in the definition of "Registrable Securities" (i.e., they are eligible to be sold pursuant to Rule 144 without limitations), the provisions of Section 3.8(a) (with respect to underwritten offerings), clauses (iv), and (ix) through (xiii) of Section 3.8(d), Section 3.7, Section 3.8(g) and Section 3.8(i) shall continue to apply until such securities otherwise cease to be Registrable Securities. In any such case, an "underwritten" offering or other disposition shall include any distribution of such securities on behalf of such Holder by one or more broker-dealers, an "underwriting agreement" shall include any purchase agreement entered into by such broker-dealers, and any "registration statement" or "prospectus" shall include any offering document approved by the Company and used in connection with such distribution.

(l) Compliance with Mubadala Market Stand-Off Provisions. Notwithstanding anything to the contrary in this Section 3.8, each Holder agrees that it will not exercise any registration rights under this Section 3.8 or conduct any sale or distribution of Registrable Securities during any period in which such exercise, sale or distribution would be prohibited by the clear market or lock-up provisions set forth in Section 2.05(a) of the Mubadala Registration Rights Agreement, as if such provisions applied to the Holder and its Registrable Securities as if they were "Holders" thereunder, *mutatis mutandis*.

3.9 Form 6-K. Promptly, and no later than four (4) Business Days after the date of the Closing, the Company shall file a Current Report on Form 6-K describing all material terms of the transactions contemplated by this Agreement (the "Form 6-K Filing"). From and after the filing of the Form 6-K Filing, the Company shall have disclosed all material, non-public information (if any) provided to the Department by the Company in connection with the transactions contemplated by this Agreement.

4. Miscellaneous.

4.1 Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Department or the Company.

4.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

4.3 Governing Law. This Agreement will be governed by and construed in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such jurisdiction. Each of the Company and Department agrees (a) to submit to the non-exclusive general jurisdiction and venue of (i) the courts of the United States in or for the District of Columbia, (ii) any other federal court of competent jurisdiction in any other jurisdiction where the Company or any of its property may be found, and (iii) appellate courts from any of the foregoing, in each case for any civil action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or thereby, and (b) that notice may be served upon the Company and the Department in accordance with Section 4.7; *provided*, that nothing herein shall affect the right of the Department to effect service of process in any other manner permitted by law.

4.4 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

4.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

4.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs of this Agreement and exhibits and schedules attached to this Agreement, all of which exhibits and schedules are incorporated in this Agreement by reference.

4.7 Notices.

(a) General. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be sent by (i) electronic mail or (ii) registered or certified mail, return receipt requested, postage prepaid. Notices sent by electronic mail shall be deemed effectively given when sent, if sent during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day. All communications shall be sent to the respective parties at their address as set forth on Exhibit A, or to such e-mail address or postal address as subsequently modified by written notice given in accordance with this Section 4.7.

(b) Consent to Electronic Notice. The Department consents to the delivery of any shareholder notice pursuant to Cayman law, as amended or superseded from time to time, by electronic mail at the e-mail address set forth below the Department's name on Exhibit A as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other parties of any change in its e-mail address or postal address, and that failure to do so shall not affect the foregoing.

4.8 Fees and Expenses. The Company shall pay all reasonable and documented out-of-pocket expenses incurred by the Department (including the reasonable fees, charges and disbursements of any outside counsel for the Department) in connection with the preparation, negotiation, execution, delivery and administration of this Agreement, any other agreements or documents executed in connection therewith, or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated).

4.9 Costs of Enforcement. All reasonable and documented out-of-pocket expenses incurred by the Department (including the fees, charges and disbursements of any counsel for the Department), in connection with the enforcement of its rights under this Agreement, any other agreements or documents executed in connection therewith, or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated thereby shall be consummated), including all such out-of-pocket expenses incurred during any workout, restructuring, negotiations or enforcement in respect of this Agreement and other agreements or documents executed in connection therewith, shall be borne by the Company.

4.10 Specific Performance. The parties acknowledge that there would be no adequate remedy at law if the Company fails to perform any of its obligations hereunder (including under Section 3.8) and that the Department and the Holders from time to time would be irreparably harmed by any such failure, and accordingly agree that the Department and such Holders, in addition to any other remedy to which they may be entitled at law or in equity, to the fullest extent permitted and enforceable under applicable law, shall be entitled to compel specific performance of the obligations of the Company under Section 3.8 in accordance with the terms and conditions of Section 3.8.

4.11 Amendments and Waivers. Except as otherwise specifically set forth in this Agreement, any term of this Agreement may be amended, terminated or waived only with the written consent of the Company and the Department. Any amendment or waiver effected in accordance with this Section 4.11 shall be binding upon the Department and each transferee of the Shares.

4.12 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

4.13 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

4.14 Entire Agreement. This Agreement (including the Exhibits hereto) constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly cancelled.

4.15 No Commitment for Additional Financing. The Company acknowledges and agrees that the Department has not made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than as set forth in any then other existing agreements between the Company and its Subsidiaries and the Department, and subject to the conditions set forth therein. In addition, the Company acknowledges and agrees that (a) no statements, whether written or oral, made by the Department or its representatives on or after the date of this Agreement shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (b) the Company shall not rely on any such statement by the Department or its representatives, and (c) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by the Department and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. The Department shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company, and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance other than as set forth in any then other existing agreements between the Company and its Subsidiaries and the Department.

4.16 Waiver of Conflicts. Each party to this Agreement acknowledges that Cleary Gottlieb Steen & Hamilton LLP and Maples and Calder (Cayman) LLP, each counsel for the Company, may have in the past performed, and may continue to or in the future perform, legal services for the Department in matters that are similar, but not substantially related, to the transactions described in this Agreement, including the representation of the Department in venture capital financings and other matters. Accordingly, each party to this Agreement hereby acknowledges that (a) they have had an opportunity to ask for information relevant to this disclosure, and (b) such firms represent only the Company with respect to the Agreement and the transactions contemplated hereby. The Company gives its informed consent to such firms' existing or future representation of the Department in matters not substantially related to this Agreement, and the Department gives its informed consent to such firms' representation of the Company in connection with this Agreement and the transactions contemplated hereby.

4.17 Construction. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) the words, "herein", "hereto", "hereof" and words of similar import refer to this Agreement as a whole, including the Schedules, and not to any particular section, subsection, paragraph, subparagraph or clause set forth in this Agreement; (b) words importing the singular shall also include the plural, and vice versa; (c) the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation"; (d) references to "$" shall be references to United States dollars; (e) the word "or" is disjunctive but not necessarily exclusive; (f) the words "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (g) the word "day" means calendar day unless business day is expressly specified; (h) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; (i) all references to Sections or Schedules are to Sections and Schedules of this Agreement; and (j) all references to any law will be to such law as amended, supplemented or otherwise modified from time to time. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Documents, materials and information are deemed to have been "made available" or "furnished" to the Department, if such documents, materials or information were, at least one (1) Business Day prior to the date hereof, (i) available for review by such Person, its Affiliates and its representatives through the electronic data room in connection with the transactions contemplated under this Agreement, or (ii) otherwise provided in writing (including by electronic mail) by or on behalf of the Company to such Person or any of its Affiliates or representatives (it being understood that information conveyed solely orally, including by telephone or in-person presentation, shall not be deemed “made available” or “furnished”).

4.18 Interpretation. This Agreement and any existing agreement between the Company or its Subsidiaries and the Department are the result of negotiations between sophisticated parties and have been reviewed by each party and their respective counsel. Accordingly, any existing agreement between the Company or its Subsidiaries and the Department shall be deemed to be the product of all parties thereto, and no ambiguity shall be construed in favor of or against any party. For the avoidance of doubt, this Agreement, the issuance of the securities contemplated in connection therewith, and any other existing agreement between the Company or its Subsidiaries and the Department are not intended to and do not exert control over the Company such that the Company is acting as an agency of the United States. It is acknowledged and agreed that the terms of this Agreement and any other existing agreement between the Company or its Subsidiaries and the Department shall be so interpreted and applied.

4.19 Public Announcement. The Company shall, prior to the making thereof, coordinate with the Department with respect to any public announcement: (a) in connection with material developments in respect of this Agreement; and (b) that directly refers to this Agreement (including by submitting the full text of any proposed public statement to the Department for review and refraining from making any such public statement without the Department’s prior written approval), other than any such statements that, as may be determined by the Company or any affiliate thereof: (x) are required by or to comply with applicable law or Exchange rules or regulations; (y) are made in connection with any action brought against the Company or any of its affiliates; or (z) contain only information that has been previously publicly disclosed by the Company with the Department’s prior approval.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Securities Issuance Agreement as of the date first written above.

COMPANY: GLOBALFOUNDRIES INC.

By: /s/ Saam Azar
Name: Saam Azar
Title: Chief Legal Officer

DEPARTMENT: UNITED STATES DEPARTMENT OF COMMERCE

By: /s/ Bill Frauenhofer
Name: Bill Frauenhofer
Title: Executive Director, Semiconductor Innovation and Investment

EXHIBIT A

Item 1

Shares

Shares of the Company: Ordinary Shares, $0.02 par value per share

Initial number of Shares: 9,907,399

Item 2

Company notice information:

400 Stonebreak Road Extension
Malta, NY 12020
Attention: Chief Legal Officer
Email: [***]

with a simultaneous copy for any notice (which shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
Attention: Adam Fleisher
Email: [***]

Item 3

Department notice information:

Attention: CRDO Director
Email: [***]

with a copy to:
United States Department of Commerce
1401 Constitution Avenue, NW
Washington, D.C. 20230
Attention: CRDO Director

EXHIBIT B

DISCLOSURE SCHEDULE

EXHIBIT C

FORM OF OPINION

EXHIBIT D

[RESERVED]

Our ref DJT/646943-000001/90042542v2

GLOBALFOUNDRIES Inc.
PO Box 309, Ugland House
Grand Cayman, KY1-1104
Cayman Islands

14 September 2026

GLOBALFOUNDRIES Inc.

We have acted as counsel as to Cayman Islands law to GLOBALFOUNDRIES Inc. (the "**Company**") in connection with the Company's registration statement on Form F-3, including all amendments or supplements thereto, filed with the United States Securities and Exchange Commission (the "**Commission**") under the United States Securities Act of 1933, as amended (the "**Act**") (including its exhibits, the "**Registration Statement**") relating to, among other things, up to 9,907,399 ordinary shares of a par value of US$0.02 each of the Company (the "**Shares**"), which have been issued to, and which may be offered by, the selling shareholder identified in the Registration Statement (the "**Selling Shareholder**"). This opinion letter is given in accordance with the terms of the Legal Matters section of the Registration Statement.

1 Documents Reviewed

We have reviewed originals, copies, drafts or conformed copies of the following documents:

1.1 The certificate of incorporation dated 7 October 2008, the certificate of incorporation on change of name dated 4 March 2009 and the amended and restated memorandum and articles of association of the Company as adopted on 1 November 2021 (the "**Memorandum and Articles**").

1.2 The written resolutions of the board of directors of the Company dated 31 August 2026 (the "**Resolutions**").

1.3 The following corporate records of the Company maintained at its registered office in the Cayman Islands, each as at the date of this opinion letter:

(a) register of directors and officers; and

(b) register of mortgages and charges.

Maples and Calder (Cayman) LLP
PO Box 309 Ugland House Grand Cayman KY1-1104 Cayman Islands
Tel +1 345 949 8066 Fax +1 345 949 8080 **maples.com**

1.4 A certificate of good standing with respect to the Company issued by the Registrar of Companies dated 3 September 2026 (the "**Certificate of Good Standing**").

1.5 A copy of the register of members of the Company received on 11 September 2026 (the "**Register of Members**").

1.6 A certificate from a director of the Company a copy of which is attached to this opinion letter (the "**Director's Certificate**").

1.7 The Registration Statement.

2 Assumptions

The following opinions are given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion letter. These opinions only relate to the laws of the Cayman Islands which are in force on the date of this opinion letter. In giving the following opinions, we have relied (without further verification) upon the completeness and accuracy, as at the date of this opinion letter, of the Director's Certificate and the Certificate of Good Standing. We have also relied upon the following assumptions, which we have not independently verified:

2.1 Copies of documents, conformed copies or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals, and translations of documents provided to us are complete and accurate.

2.2 All signatures, initials and seals are genuine.

2.3 No invitation has been or will be made by or on behalf of the Company to the public in the Cayman Islands to subscribe for or purchase any of the Shares.

2.4 The completeness and accuracy of the Register of Members.

2.5 There is no contractual or other prohibition or restriction (other than as arising under Cayman Islands law) binding on the Company prohibiting or restricting it from entering into and performing its obligations under the Registration Statement.

2.6 No monies paid to or for the account of any party under the Registration Statement or any property received or disposed of by any party to the Registration Statement in each case in connection with the Registration Statement or the consummation of the transactions contemplated thereby represent or will represent proceeds of criminal conduct or criminal property or terrorist property (as defined in the Proceeds of Crime Act (As Revised) and the Terrorism Act (As Revised), respectively).

2.7 There is nothing contained in the minute book or corporate records of the Company (which, other than the records set out in paragraphs 1.1, 1.2 and 1.3 of this opinion letter, we have not inspected) which would or might affect the opinions set out below.

2.8 There is nothing under any law (other than the laws of the Cayman Islands) which would or might affect the opinions set out below. Specifically, we have made no independent investigation of the State of New York.

2.9 The Company has received, or will receive, value at least equal to the aggregate par value of the Shares in consideration for the issue of the Shares and none of the Shares has been, or will be, issued for less than par value.

Save as aforesaid we have not been instructed to undertake and have not undertaken any further enquiry or due diligence in relation to the transaction the subject of this opinion letter.

3 Opinions

Based upon, and subject to, the foregoing assumptions and the qualifications set out below, and having regard to such legal considerations as we deem relevant, we are of the opinion that:

3.1 The Company has been duly incorporated as an exempted company with limited liability and is validly existing and in good standing with the Registrar of Companies under the laws of the Cayman Islands.

3.2 Based solely on our inspection of the Register of Members, the Selling Shareholder has valid title to its Shares and such Shares have been duly authorised, legally issued and are fully paid and non-assessable and there are no entries or notations indicating any third party interests, including any security interest as at the date hereof.

4 Qualifications

The opinions expressed above are subject to the following qualifications:

4.1 To maintain the Company in good standing with the Registrar of Companies under the laws of the Cayman Islands, annual filing fees must be paid and returns made to the Registrar of Companies within the time frame prescribed by law.

4.2 Under Cayman Islands law, the register of members (shareholders) is *prima facie* evidence of title to shares and this register would not record a third party interest in such shares. However, there are certain limited circumstances where an application may be made to a Cayman Islands court for a determination on whether the register of members reflects the correct legal position. Further, the Cayman Islands court has the power to order that the register of members maintained by a company should be rectified where it considers that the register of members does not reflect the correct legal position. As far as we are aware, such applications are rarely made in the Cayman Islands and for the purposes of the opinion given in paragraph 3.2, there are no circumstances or matters of fact known to us on the date of this opinion letter which would properly form the basis for an application for an order for rectification of the register of members of the Company, but if such an application were made in respect of the Shares, then the validity of such shares may be subject to re-examination by a Cayman Islands court.

4.3 Except as specifically stated herein, we make no comment with respect to any representations and warranties which may be made by or with respect to the Company in any of the documents or instruments cited in this opinion letter or otherwise with respect to the commercial terms of the transactions the subject of this opinion letter.

4.4 We express no opinion as to the meaning, validity or effect of any references to foreign (i.e. non-Cayman Islands) statutes, rules, regulations, codes, judicial authority or any other promulgations and any references to them in the Registration Statement.

4.5 In this opinion letter the phrase "non-assessable" means, with respect to the issuance of shares, that a shareholder shall not, in respect of the relevant shares and in the absence of a contractual arrangement, or an obligation pursuant to the memorandum and articles of association, to the contrary, have any obligation to make further contributions to the Company's assets (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the references to our firm under the headings "Legal Matters" in the prospectus included in the Registration Statement. In providing our consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

We express no view as to the commercial terms of the Registration Statement or whether such terms represent the intentions of the parties and make no comment with regard to warranties or representations that may be made by the Company.

The opinions in this opinion letter are strictly limited to the matters contained in the opinions section above and do not extend to any other matters. We have not been asked to review and we therefore have not reviewed any of the ancillary documents relating to the Shares and express no opinion or observation upon the terms of any such document.

This opinion letter is addressed to you and may be relied upon by you, your counsel and purchasers of the Shares pursuant to the Registration Statement. This opinion letter is limited to the matters detailed herein and is not to be read as an opinion with respect to any other matter.

Yours faithfully

/s/ Maples and Calder (Cayman) LLP

Maples and Calder (Cayman) LLP

GLOBALFOUNDRIES Inc.
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

To: Maples and Calder (Cayman) LLP
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

14 September 2026

GLOBALFOUNDRIES Inc. (the "**Company**")

I, the undersigned, being a director of the Company, am aware that you are being asked to provide an opinion letter (the "**Opinion**") in relation to certain aspects of Cayman Islands law. Unless otherwise defined herein, capitalised terms used in this certificate have the respective meanings given to them in the Opinion. I hereby certify that:

1 The Memorandum and Articles remain in full force and effect and are unamended.

2 The Company has not entered into any mortgages or charges over its property or assets other than those entered in the register of mortgages and charges of the Company.

3 The Resolutions were duly passed in the manner prescribed in the Memorandum and Articles (including, without limitation, with respect to the disclosure of interests (if any) by directors of the Company) and have not been amended, varied or revoked in any respect.

4 The authorised share capital of the Company is US$30,000,000 divided into (i) 1,300,000,000 Ordinary Shares of a nominal or par value of US$0.02 each, and (ii) 200,000,000 Preferred Shares of a nominal or par value of US$0.02 each. The issued share capital of the Company is 557,418,603 Ordinary Shares of a par value of US$0.02 each, which have been issued as fully paid and non-assessable.

5 The shareholders of the Company (the "**Shareholders**") have not restricted the powers of the directors of the Company in any way (other than as set out in the Memorandum and Articles).

6 The directors of the Company at the date of the Resolutions and at the date of this certificate were and are as follows:

Carlos Obeid

Timothy Breen

David Kerko

Thomas Caulfield

Glenda Dorchak

Jack Lazar

Bobby Yerramilli-Rao

Camilla Macapili Languille

Marc Antaki

Ganesh Moorthy

Samer Halawa

7 The minute book and corporate records of the Company as maintained at its registered office in the Cayman Islands and made available to you are complete and accurate in all material respects, and all minutes and resolutions filed therein represent a complete and accurate record of all meetings of the Shareholders and directors (or any committee thereof) of the Company (duly convened in accordance with the Memorandum and Articles) and all resolutions passed at the meetings or passed by written resolution or consent, as the case may be.

8 Prior to, at the time of, and immediately following the approval of the transactions contemplated by the Registration Statement, the Company was, or will be, able to pay its debts as they fell, or fall, due and has entered, or will enter, into the transactions contemplated by the Registration Statement for proper value and not with an intention to defraud or wilfully defeat an obligation owed to any creditor or with a view to giving a creditor a preference.

9 Each director of the Company considers the transactions contemplated by the Registration Statement to be of commercial benefit to the Company and has acted in good faith in the best interests of the Company, and for a proper purpose of the Company, in relation to the transactions which are the subject of the Opinion.

10 To the best of my knowledge and belief, having made due inquiry, the Company is not the subject of material legal, arbitral, administrative or other proceedings in any jurisdiction and neither the directors nor Shareholders have taken any steps to have the Company struck off or placed in liquidation. Further, no steps have been taken to wind up the Company or to appoint restructuring officers or interim restructuring officers, and no step has been taken to appoint a receiver in relation to any of the Company's property or assets.

11 To the best of my knowledge and belief, having made due inquiry, there are no circumstances or matters of fact existing which may properly form the basis for an application for an order for rectification of the register of members of the Company.

12 The Company has received value at least equal to the aggregate par value of the shares in consideration for the issue of the Shares, and none of the Shares were or will be issued for less than their par value.

13 The Registration Statement has been, or will be, authorised and duly executed and delivered by or on behalf of all relevant parties in accordance with all relevant laws.

14 No invitation has been made or will be made by or on behalf of the Company to the public in the Cayman Islands to subscribe for any of the Shares.

15 The Shares to be offered pursuant to the Registration Statement have been, or will be, duly registered, and will continue to be registered, in the Company's register of members (shareholders).

16 The Company is not a central bank, monetary authority or other sovereign entity of any state and is not a subsidiary, direct or indirect, of any sovereign entity or state.

17 There is no contractual or other prohibition or restriction (other than as arising under Cayman Islands law) binding on the Company prohibiting or restricting it from entering into and performing its obligations under the Registration Statement.

Signature page follows

I confirm that you may continue to rely on this certificate as being true and correct on the day that you issue the Opinion unless I shall have previously notified you in writing personally to the contrary.

Signature: __/s/ Tim Breen______________________

Name: Tim Breen

Title: Director

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated April 29, 2024, with respect to the consolidated financial statements of GLOBALFOUNDRIES Inc., incorporated herein by reference and to the reference to our firm under the heading “Experts” in the prospectus.

/s/ KPMG LLP Singapore September 14, 2026

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form F-3 of GLOBALFOUNDRIES Inc. of our report dated February 27, 2026 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in GLOBALFOUNDRIES Inc.'s Annual Report on Form 20-F for the year ended December 31, 2025. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP San Jose, California
September 14, 2026