

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 4, 2024**

**Thunder Bridge Capital Partners IV, Inc.**  
(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**001-40555**

(Commission File Number)

**86-1826129**

(IRS Employer  
Identification No.)

**9912 Georgetown Pike  
Suite D203**

**Great Falls, Virginia**

(Address of principal executive offices)

**22066**

(Zip Code)

Registrant's telephone number, including area code: **(202) 431-0507**

**Not Applicable**

(Former name or former address, if changed since last report.)

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

- ☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Class A Common Stock and one-fifth of one Redeemable Warrant	THCPU	The Nasdaq Stock Market LLC
Class A Common Stock, par value \$0.0001 per share	THCP	The Nasdaq Stock Market LLC
Redeemable Warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of \$11.50 per share	THCPW	The Nasdaq Stock Market LLC

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

Emerging growth company ☒

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

#### Item 1.01. Entry into a Material Definitive Agreement.

As previously reported on a Current Report on Form 8-K filed by Thunder Bridge Capital Partners IV, Inc., a Delaware corporation (“Thunder Bridge” or the “Company”), with the U.S. Securities and Exchange Commission (“SEC”), on March 22, 2022, the Company entered into a Business Combination Agreement (as amended to date, the “Business Combination Agreement”) by and among the Company, Coincheck Group B.V., a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) (“PubCo”), M1 Co G.K., a Japanese limited liability company (*godo kaisha*) (“HoldCo”), Coincheck Merger Sub, Inc., a Delaware corporation (“Merger Sub”), and Coincheck, Inc., a Japanese joint stock company (*kabushiki kaisha*) (“Coincheck”). The transactions contemplated by the Business Combination Agreement are referred to herein as the “Business Combination”.

On December 4, 2024, Thunder Bridge entered into a non-redemption and share forward agreement (the “Non-Redemption Agreement”) with Ghisallo Master Fund LP (the “Ghisallo”), pursuant to which Ghisallo agreed not to redeem (or to validly rescind any redemption requests on) an aggregate of 973,000 shares (the “Non-Redemption Shares”) of the Company’s Class A common stock, par value \$0.0001 (the “Class A common stock”), in connection with the Stockholder Meeting (as defined below). In exchange for the foregoing commitments not to redeem such Class A common stock, Thunder Bridge shall pay the Non-Redemption Investor an amount equal to the product of (x) the number of Non-Redemption Shares and (y) the price at which each share of Class A common stock is redeemed in connection with the Stockholder’s Meeting (the “Redemption Price”). From the closing of the Business Combination until 90 days following the closing of the Business Combination (the “Maturity Date”), if Ghisallo sells any Non-Redemption Shares, Ghisallo agrees to pay to Thunder Bridge an amount equal to the Redemption Price multiplied by the number of such Non-Redemption Shares sold. On the Maturity Date, Ghisallo agrees to transfer to Thunder Bridge any Non-Redemption Shares still retained by it.

On December 6, 2024, Thunder Bridge, PubCo, HoldCo, Merger Sub and Coincheck entered into a Business Combination Agreement Waiver (the “Business Combination Agreement Waiver”) to waive the Available Closing Thunder Bridge Cash closing condition (as defined in the Business Combination Agreement) set forth in Section 12.03(c) of the Business Combination Agreement.

On December 6, 2024, Monex Group, Inc., a Japanese joint stock company (*kabushiki kaisha*) (“Monex”), PubCo and TBCP IV, LLC, a Delaware limited liability company, entered into an amendment to the Company Support Agreement (the “Amendment to Company Support Agreement”) to remove references to the Escrowed Company Shareholder Earn Out Shares (as defined the Business Combination Agreement).

The foregoing summaries of the Non-Redemption Agreement, Business Combination Agreement Waiver and Amendment to Company Support Agreement do not purport to be complete and are qualified in their entirety by reference to the Non-Redemption Agreement, Business Combination Agreement Waiver and Amendment to Company Support Agreement filed as Exhibits 10.1, 2.1 and 10.2, respectively, to this Current Report on Form 8-K.

#### Item 5.07. Submission of Matters to a Vote of Security Holders.

On December 5, 2024, Thunder Bridge held a special meeting of its stockholders (the “Stockholder Meeting”) at which stockholders voted on the proposals set forth below, each of which is described in greater detail in the proxy statement/prospectus filed pursuant to Rule 424(b)(3) (File No. 333-279165) filed by Thunder Bridge with the SEC on November 12, 2024.

As of October 25, 2024, the record date for the Stockholder Meeting, there were 9,485,736 shares of Class A common stock issued and outstanding and 1 share of Class B common stock issued and outstanding. At the Stockholder Meeting, there were 8,560,072 shares voted by proxy or in person, and each of the proposals was approved by the stockholders. The final voting results for each matter submitted to a vote of the stockholders at the Stockholder Meeting are as follows:

**The Business Combination Proposal** - To consider and vote upon a proposal to approve and adopt the Business Combination Agreement by and among Thunder Bridge, PubCo (which will be converted into a Dutch public limited liability company (naamloze vennootschap) to be renamed Coincheck Group N.V. immediately prior to the Business Combination), HoldCo, Merger Sub and Coincheck, providing for, upon the terms and subject to the conditions thereof, a business combination between Thunder Bridge and PubCo, pursuant to which, among other things, Merger Sub will merge with and into Thunder Bridge on the Closing Date, with Thunder Bridge continuing as the surviving corporation and, ultimately, a direct, wholly-owned subsidiary of PubCo, and with Coincheck being a wholly-owned subsidiary of PubCo.

FOR	AGAINST	ABSTENTIONS
8,555,166	4,906	-

**The Advisory Governance Proposals** - To approve and adopt, on a non-binding advisory basis, certain differences between Thunder Bridge's current Certificate of Incorporation and Bylaws and the proposed governance documents of PubCo, which are being presented separately in accordance with the requirements of the SEC.

Advisory Governance Proposal A — provides that there are no quorum requirements unless provided otherwise by Dutch law.

FOR	AGAINST	ABSTENTIONS
8,555,116	4,906	2,050

Advisory Governance Proposal B — provides that any action permitted to be taken by the shareholders of PubCo must be effected by a duly called annual or special meeting of shareholders and may not be effected by written consent of the shareholders.

FOR	AGAINST	ABSTENTIONS
8,553,229	4,846	2,000

Advisory Governance Proposal C — provides that any and all of the directors may be removed at any time by a resolution of the general meeting adopted with a simple majority of votes cast.

FOR	AGAINST	ABSTENTIONS
8,555,166	4,906	-

Advisory Governance Proposal D — provides that PubCo's Articles of Association may only be amended by resolution of the general meeting, adopted at the proposal of the board.

FOR	AGAINST	ABSTENTIONS
8,555,229	4,843	-

Advisory Governance Proposal E — provides that at any general meeting, only such matters as specified in the agenda for the general meeting or as otherwise announced in a similar manner, with due observance of the statutory term of convocation, can be validly resolved upon, unless the resolution concerned is adopted unanimously in a meeting where PubCo's entire issued share capital is represented.

FOR	AGAINST	ABSTENTIONS
8,555,229	4,843	-

Advisory Governance Proposal F — provides for a one-tier board, comprised of executive directors and non-executive directors.

FOR	AGAINST	ABSTENTIONS
8,560,072	-	-

**The Omnibus Incentive Plan Proposal** - To consider and vote upon a proposal to approve the 2024 Omnibus Incentive Plan to be effective after the closing of the Business Combination.

FOR	AGAINST	ABSTENTIONS
8,555,116	4,906	50

**The Adjournment Proposal** - To consider and vote upon a proposal to adjourn the Stockholder Meeting to a later date or dates, if necessary to permit further solicitation and vote of proxies if it is determined by Thunder Bridge that more time is necessary or appropriate to approve one or more proposals at the Stockholder Meeting.

FOR	AGAINST	ABSTENTIONS
8,555,229	4,843	0

Stockholders holding a total of 5,000 shares of Class A common stock exercised their right to redeem their public shares in connection with the Stockholder Meeting. As a result of the foregoing, if those holders do not reverse their decision to redeem their shares of Class A common stock will receive a payment of approximately \$10.68 per share redeemed.

#### Additional Information and Where to Find It

In connection with the business combination agreement among Coincheck, CCG, Thunder Bridge IV and others with regards to the proposed transaction, the parties filed relevant materials with the U.S. Securities and Exchange Commission ("SEC"), including a registration statement on Form F-4 filed by Coincheck Group B.V., which includes a proxy statement/prospectus of Thunder Bridge IV, and other documents regarding the proposed transaction with the SEC. The Form F-4 was declared effective on November 12, 2024, and the definitive proxy statement/prospectus and other proxy materials were mailed to Thunder Bridge IV's stockholders of record as of the close of business on October 25, 2024. Before making any voting or investment decision, investors and stockholders of Thunder Bridge IV and other interested persons are urged to read the Form F-4, as amended, the definitive proxy statement/prospectus included in the Form F-4, and documents incorporated by reference therein filed in connection with the proposed business combination, as these materials contain important information about Coincheck, Thunder Bridge IV and the proposed business combination. The documents filed by Thunder Bridge IV with the SEC may be obtained free of charge at the SEC's website at [www.sec.gov](http://www.sec.gov), or by directing a request to Thunder Bridge Capital Partners IV, Inc., 9912 Georgetown Pike, Suite D203, Great Falls, Virginia 22066, Attention: Secretary, (202) 431-0507.

#### Participants in the Solicitation

Thunder Bridge IV and its directors and executive officers may be deemed participants in the solicitation of proxies from its shareholders with respect to the business combination. A list of the names of those directors and executive officers and a description of their interests in Thunder Bridge IV is included in the proxy statement/prospectus for the proposed business combination when available at [www.sec.gov](http://www.sec.gov). Information about Thunder Bridge IV's directors and executive officers and their ownership of Thunder Bridge IV common stock is set forth in Thunder Bridge IV's prospectus, dated June 29, 2021, as modified or supplemented by any Form 3 or Form 4 filed with the SEC since the date of such filing. Other information regarding the interests of the participants in the proxy solicitation is included in the proxy statement/prospectus pertaining to the proposed business combination. These documents can be obtained free of charge from the source indicated above.

CCG, Coincheck and their respective directors and executive officers may also be deemed to be participants in the solicitation of proxies from the shareholders of Thunder Bridge IV in connection with the proposed business combination. A list of the names of such directors and executive officers and information regarding their interests in the proposed business combination is included in the proxy statement/prospectus for the proposed business combination.

#### No Offer or Solicitation

This current report shall not constitute a solicitation of a proxy, consent, or authorization with respect to any securities or in respect of the proposed business combination. This current report shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended, or an exemption therefrom.

#### Item 9.01. Financial Statements and Exhibits.

##### (d) Exhibits.

Exhibit Number	Description
2.1	<a href="#">Business Combination Waiver, dated as of December 6, 2024, by and among Thunder Bridge, PubCo, HoldCo, Merger Sub and Coincheck</a>
10.1	<a href="#">Non-Redemption and Share Forward Agreement, dated as of December 4, 2024, by and between Thunder Bridge, PubCo and Ghisallo</a>
10.2	<a href="#">Amendment to Company Support Agreement, dated as of December 6, 2024, by and among Monex, PubCo and TBGP IV, LLC</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURE**

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

**THUNDER BRIDGE CAPITAL PARTNERS IV, INC.**

By: /s/ Gary A. Simanson

Name: Gary A. Simanson

Title: Chief Executive Officer

Date: December 6, 2024

**BUSINESS COMBINATION AGREEMENT WAIVER**

This BUSINESS COMBINATION AGREEMENT WAIVER (this “Waiver”), is entered into as of December 6, 2024, by and among Thunder Bridge Capital Partners IV, Inc., a Delaware corporation (“Thunder Bridge”), Coincheck Group B.V., a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) (“PubCo”), M1 Co G.K., a Japanese limited liability company (*godo kaisha*) (“HoldCo”), Coincheck Merger Sub, Inc., a Delaware corporation (“Merger Sub”), and Coincheck, Inc., a Japanese joint stock company (*kabushiki kaisha*) (the “Company”). Thunder Bridge, PubCo, HoldCo, Merger Sub and the Company are collectively referred to herein as the “Parties” and individually as a “Party.” Unless otherwise specified, capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement (as defined below).

**RECITALS**

WHEREAS, the Parties entered into that certain Business Combination Agreement, dated as of March 22, 2022 (as amended by that certain Amendment to Business Combination Agreement dated as of May 31, 2023, that certain Second Amendment to Business Combination Agreement dated as of May 28, 2024, that certain Third Amendment to Business Combination Agreement dated as of October 8, 2024 and as amended, restated or otherwise modified from time to time, the “Agreement”);

WHEREAS, pursuant to Section 14.01 of the Agreement, the Parties desire to provide a waiver as described below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Waiver, and intending to be legally bound, the Parties hereby provide the waiver described in Section 1 below:

1. Waiver. Each of the Parties hereby irrevocably waives the condition set forth in Section 12.03(c) of the Agreement.
2. Ratification of Binding Provisions. All paragraphs, provisions and clauses in the Agreement not modified by this Waiver shall remain in full force and effect as originally written.
3. Governing Law. This Waiver, and all claims or causes of action based upon, arising out of, or related to this Waiver, shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, including its statute of limitations, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws or statute of limitations of another jurisdiction.
4. Counterparts. This Waiver 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.

[Signature pages follow.]

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IN WITNESS WHEREOF, the parties hereto have hereunto caused this Waiver to be duly executed as of the date first written above.

**THUNDER BRIDGE CAPITAL PARTNERS IV, INC.**

By: /s/ Gary A. Simanson

Name: Gary A. Simanson

Title: Chief Executive Officer

[Signature Page to Waiver Letter to Business Combination Agreement]

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IN WITNESS WHEREOF, the parties hereto have hereunto caused this Waiver to be duly executed as of the date first written above.

**COINCHECK GROUP B.V.**

By: /s/ Oki Matsumoto  
Name: Oki Matsumoto  
Title: Managing Director

**M1 CO G.K.**

By: /s/ Akira Inoue  
Name: Akira Inoue  
Title: Executive Manager

**COINCHECK MERGER SUB, INC.**

By: /s/ Akira Inoue  
Name: Akira Inoue  
Title: President & Secretary

**COINCHECK, INC.**

By: /s/ Satoshi Hasuo  
Name: Satoshi Hasuo  
Title: Chairman, Representative Director & Executive Director

[Signature Page to Waiver Letter to Business Combination Agreement]

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## NON-REDEMPTION AND SHARE FORWARD AGREEMENT

This NON-REDEMPTION AND SHARE FORWARD AGREEMENT (this “**Agreement**”) is entered into as of December 4, 2024 by and among (i) **Thunder Bridge Capital Partners IV, Inc.**, a Delaware corporation (together with its successors, “**SPAC**”), (ii) **Coincheck Group B.V.**, a Dutch private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) (together with its successors, “**PubCo**”), and (iii) Ghisallo Master Fund LP, a Cayman Islands exempted limited partnership (“**Stockholder**”). SPAC, PubCo, the Stockholder are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”.

### WITNESSETH:

**WHEREAS**, as of the date hereof, Stockholder “beneficially owns” (as such term is defined in Rule+ 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) and is entitled to dispose of (or to direct the disposition of) 973,000 shares of Class A common stock, par value \$0.0001 per share (“**Common Stock**”), of SPAC (such shares of Common Stock, together with the ordinary shares in the share capital of PubCo (“**PubCo Ordinary Shares**”) to be issued in exchange for such shares of Common Stock in connection with the Closing (as defined below), are collectively referred to herein as the “**Subject Shares**”); and

**WHEREAS**, on March 22, 2022, SPAC entered into that certain Business Combination Agreement (as amended, the “**BCA**”) by and among (i) SPAC, (ii) PubCo, (iii) M1 Co G.K., a Japanese limited liability company (godo kaisha) (“**HoldCo**”), (iv) Coincheck Merger Sub, Inc., a Delaware corporation (“**Merger Sub**”), and (v) Coincheck, Inc., a Japanese joint stock company (kabushiki kaisha) (“**Target**”), pursuant to which BCA, among other matters, (a) immediately prior to the consummation of the transactions contemplated thereby (the “**Closing**”), PubCo will be converted into a Dutch public limited liability company (naamloze vennootschap) and be renamed Coincheck Group N.V., and (b) upon the Closing, (i) PubCo will acquire all of the issued and outstanding shares of Target from the equityholders of Target (the “**Sellers**”) in exchange for PubCo Ordinary Shares and Target shall become a wholly-owned subsidiary of PubCo and the Sellers shall become shareholders of PubCo (the “**Share Exchange**”), and (ii) SPAC will merge with and into Merger Sub, with SPAC continuing as the surviving entity (the “**Merger**”), and as a result of which, (A) SPAC will become a wholly-owned subsidiary of PubCo, and (B) each issued and outstanding security of SPAC immediately prior to the effective time of the Merger will no longer be outstanding and will automatically be cancelled, in exchange for the right of the holder thereof to receive a substantially equivalent security of PubCo, all upon the terms and subject to the conditions set forth in the BCA and in accordance with the provisions of applicable law (the Share Exchange, the Merger and the other transactions contemplated by the BCA, collectively, the “**Transactions**”).

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

### ARTICLE I WAIVER AND TRANSFER RESTRICTIONS

**Section 1.1 Waiver of Redemption Rights.** Stockholder hereby waives and agrees not to exercise any right that it may have to elect to redeem or convert any Subject Shares in connection with the Transactions, and to reverse and revoke any prior redemption or conversion elections made with respect to the Subject Shares. The waiver granted by Stockholder pursuant to this Section 1.1 is irrevocable unless and until this Agreement is terminated in accordance with Section 3.1 and is granted in consideration of SPAC entering into this Agreement and incurring certain related fees and expenses and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

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**Section 1.2 Transfer Restrictions.** Stockholder hereby covenants and agrees that prior to the Closing, Stockholder shall not, and shall cause its affiliates not to, directly or indirectly, without SPAC's and PubCo's prior written consent: (i) offer for sale, sell (including short sales), transfer, tender, pledge, encumber, assign or otherwise dispose of (including by gift) (collectively, a "**Transfer**"), or enter into any contract, option, derivative, hedging or other agreement or arrangement or understanding (including any profit sharing arrangement) with respect to, or consent to, a Transfer of, any or all of the Subject Shares; (ii) grant any proxies or powers of attorney with respect to any or all of the Subject Shares; (iii) permit to exist any lien of any nature whatsoever with respect to any or all of the Subject Shares (other than the restrictions set forth in this Agreement); or (iv) take any action that would have the effect of preventing, impeding, interfering with or adversely affecting Stockholder's ability to perform its obligations under this Agreement.

**Section 1.3 Acknowledgements.** In furtherance of the foregoing restrictions in this Agreement, Stockholder hereby irrevocably constitutes and appoints SPAC and its designees, with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to revoke any redemption election made with respect to any Subject Shares and to cause SPAC's transfer agent to fail to redeem such Subject Shares in connection with the Transactions. The parties agree that the Subject Shares will not contain a legend of any nature.

## **ARTICLE II** **SHARE FORWARD**

**Section 2.1 Payment of Redemption Amount for Subject Shares.** At the Closing, SPAC will instruct Continental Stock Transfer & Trust Company, as the trustee (the "**Trustee**") under the Investment Management Trust Agreement, dated as of June 29, 2021, by and between SPAC and the Trustee, to disburse from the Trust Account (as defined below) to Stockholder, by wire transfer of immediately available funds to an account designated in writing by Stockholder prior to the Closing, an amount in cash (the "**Prepayment Amount**") equal to the product of (i) the price at which each share of Common Stock is redeemed or converted pursuant to the redemption of Public Stockholders to be conducted by SPAC in connection with the Closing (the "**Redemption Price**") (which is currently contemplated to be \$10.68 per share), multiplied by (ii) the number of Subject Shares. From the period from the Closing until the Maturity Date (as defined below), Stockholder will hold the Prepayment Amount in a segregated bank account owned by Stockholder or a third-party custodian (the "**Bank Account**"), and not disburse the funds from the Bank Account except to make any payments under Section 2.3 below. Stockholder will retain ownership and control of the Subject Shares at the Closing, including the right to vote such Subject Shares and to receive any dividends or distributions on such Subject Shares, but subject to the restrictions set forth in this Article II.

**Section 2.2 Post-Closing Transfer Restrictions on Subject Shares.** Stockholder hereby covenants and agrees that during the period from the Closing until the ninety (90) day anniversary of the Closing (the "**Maturity Date**"), Stockholder shall not, and shall cause its affiliates not to, directly or indirectly, except as permitted by the terms of this Article II: (i) Transfer or enter into any contract, option, derivative, hedging or other agreement or arrangement or understanding (including any profit sharing arrangement) with respect to, or consent to, a Transfer of, any or all of the Subject Shares; (ii) grant any proxies or powers of attorney with respect to any or all of the Subject Shares; (iii) permit to exist any lien of any nature whatsoever with respect to any or all of the Subject Shares (other than the restrictions set forth in this Agreement); or (iv) take any action that would have the effect of preventing, impeding, interfering with or adversely affecting Stockholder's ability to perform its obligations under this Agreement; provided, that Stockholder may Transfer any or all of the Subject Shares from and after the Closing to an affiliate of Stockholder that agrees in writing with SPAC and PubCo, to be bound by all of the terms and conditions of this Agreement that apply to Stockholder with respect to such Subject Shares (provided, further, that no such assignment shall relieve Stockholder of its obligations under this Agreement).

**Section 2.3 Permitted Transfers Prior to the Maturity Date.** At any time from and after the Closing until the Maturity Date, Stockholder may, in its sole election, release any or all of the Subject Shares from the Transfer restrictions set forth in this Article II by (a) providing written notice to PubCo of such release in substantially the form attached as Exhibit A hereto (a “**Settlement Notice**”), specifying the number of Subject Shares to be so released from the Transfer restrictions set forth in this Article II (the “**Settled Shares**”), and (b) paying an amount in cash to PubCo, by wire transfer of immediately available funds to an account designated in writing by PubCo, equal to (the “**Settlement Amount**”) the product of (i) the Redemption Price (subject to equitable adjustment for share splits, share dividends, combinations, recapitalizations and the like after the Closing), multiplied by (ii) the number of Settled Shares. Upon receipt by Pubco of such Settlement Notice and the applicable Settlement Amount, the Transfer Restrictions on the Settled Shares shall automatically be released without any further obligations hereunder with respect to such Settled Shares. For the avoidance of doubt, in connection with any Settled Shares, Stockholder will be permitted to retain any proceeds from the sale of such Settled Shares.

**Section 2.4 Final Settlement.** On the Maturity Date, Stockholder will transfer to PubCo, at no cost to PubCo and free and clear of any liens or encumbrances, any Subject Shares that have not become Settled Shares prior to the Maturity Date, and Stockholder and PubCo will have no further obligations under this Agreement with respect to the Subject Shares after such transfer. From and after the Maturity Date, Stockholder may release the funds from the Bank Account and have the rights to use such funds without any restrictions under this Agreement.

### **ARTICLE III**

#### **TERMINATION**

**Section 3.1 Termination.** This Agreement shall automatically terminate, and no Party shall have any rights or obligations hereunder, and this Agreement shall become null and void and have no effect, upon the earliest to occur of (a) the mutual written consent of the Parties; (b) the valid termination of the BCA prior to the Closing in accordance with its terms and (c) the Maturity Date (the period from the date hereof through such termination date, the “**Term**”); provided, that: (i) no termination of this Agreement will affect the liability of a Party for any breach of this Agreement prior to termination; and (ii) the provisions of this Section 3.1 and Section 5.13 of this Agreement will survive any termination of this Agreement and continue indefinitely. In addition to the foregoing termination rights, if the Closing does not occur on or before December 10, 2024: i) the Stockholder shall have the right to terminate this Agreement without further liability or obligation and ii) redeem the entirety of the Subject Shares from the SPAC, PubCO, or Target (as applicable).

### **ARTICLE IV**

#### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

**Section 4.1 Representations, Warranties and Covenants of Stockholder.** Stockholder hereby represents and warrants to each of SPAC and PubCo that:

(a) Stockholder acknowledges that no person or entity has made or makes any representation or warranty to Stockholder in respect of SPAC, Target, PubCo, the Subject Shares, or the Transactions, other than the representations and warranties contained in this Agreement.

(b) Stockholder, if an entity, has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation. The execution, delivery and performance by Stockholder of this Agreement are within the powers of Stockholder, have been duly authorized and will not constitute or result in a breach or default under or conflict with any statute, rule or regulation applicable to Stockholder, any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which Stockholder is a party or by which Stockholder is bound, and will not violate any provisions of Stockholder's organizational documents. This Agreement has been duly authorized, executed and delivered by Stockholder and constitutes a legal, valid and binding obligation of Stockholder enforceable against Stockholder in accordance with its terms, except to the extent that enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general application affecting the enforcement of creditors' rights generally and subject to general principles of equity.

(c) Stockholder, directly or indirectly through its affiliates, owns the Subject Shares, free and clear of any liens (other than imposed by applicable securities laws, SPAC's organizational documents and this Agreement). There are no proxies, voting rights, shareholders' agreements or other agreements or understandings, to which Stockholder or its affiliates is a party or bound with respect to the voting or transfer of any Common Stock other than this Agreement.

(d) Stockholder and each of its affiliates holding Subject Shares is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") or in any Executive Order issued by the President of the United States and administered by OFAC, or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Stockholder agrees to, and to cause its affiliates to, provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that Stockholder or its affiliates, as applicable, is permitted to do so under applicable law. If Stockholder or its affiliates holding Subject Shares is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.), as amended by the USA PATRIOT Act of 2001, and its implementing regulations (collectively, the "**BSA/Patriot Act**"), Stockholder and such affiliates, as applicable, maintain policies and procedures reasonably designed to comply with applicable obligations under the BSA/Patriot Act. To the extent required, Stockholder and each of its affiliates holding Subject Shares maintains policies and procedures reasonably designed (i) for the screening of its investors against the OFAC sanctions programs and (ii) to ensure that the funds held by Stockholder and/or its designated purchasing affiliates and used to purchase the Subject Shares were legally derived.

**Section 4.2 Representations and Warranties of SPAC.** SPAC represents and warrants to Stockholder that:

(a) SPAC is duly formed, validly existing and in good standing under the laws of the State of Delaware. SPAC has the corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Agreement. All corporate action required to be taken by SPAC's board of directors in order to authorize SPAC to enter into this Agreement been taken by SPAC's board of directors. This Agreement has been duly authorized, executed and delivered by SPAC and is enforceable against SPAC in accordance with its terms, except to the extent that enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general application affecting the enforcement of creditors' rights generally and subject to general principles of equity.

(b) Assuming the accuracy of Stockholder's representations and warranties in Section 4.1, the execution, delivery and performance of this Agreement and the consummation by SPAC of the transactions that are the subject of this Agreement in compliance herewith will be done in accordance with the rules of the Nasdaq Capital Market ("*Nasdaq*") and none of the foregoing will result in (i) a material breach or material violation of any of the terms or provisions of, or constitute a material default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of SPAC or any of its subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, license, lease or any other agreement or instrument to which SPAC or any of its subsidiaries is a party or by which SPAC or any of its subsidiaries is bound or to which any of the property or assets of SPAC is subject, which would have a material adverse effect on the business, properties, financial condition, shareholders' equity or results of operations of SPAC (a "*Material Adverse Effect*") or materially affect the validity of the Subject Shares or the legal authority of SPAC to comply in all material respects with the terms of this Agreement; (ii) any material violation of the provisions of the organizational documents of SPAC; or (iii) any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over SPAC or any of its properties that would have a Material Adverse Effect or materially affect the validity of the Subject Shares or the legal authority of SPAC to comply with this Agreement.

(c) As of their respective dates, all reports (the "*SEC Reports*") filed or required to be filed by SPAC with the SEC complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Reports, when filed as of the time of the execution of this Agreement and at the time of the Closing, contained or will contain any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of SPAC included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing and fairly present in all material respects the financial position of SPAC as of and for the dates thereof and the results of operations and cash flows for the periods presented, subject, in the case of unaudited statements, to normal, year-end audit adjustments and the absence of complete footnotes, and SPAC has timely filed with the SEC each SEC Report that SPAC was required to file with the SEC. A copy of each SEC Report is available to Stockholder via the SEC's EDGAR system.

(d) Except for such matters as have been disclosed in the Disclosure Documents or that have not had and would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, as of the date hereof, there is no (i) action, suit, claim or other proceeding by or before any governmental or other regulatory or self-regulatory agency, entity or body with authority or jurisdiction over SPAC, pending, or, to the knowledge of SPAC, threatened in writing against SPAC, or (ii) judgment, decree, injunction, ruling or order of any governmental entity or arbitrator outstanding against SPAC.

(e) As of the date hereof, shares of the Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq. As of the date hereof, there is no suit, action, proceeding or investigation pending or, to the knowledge of SPAC, threatened in writing against SPAC by Nasdaq or the SEC (and SPAC has not received any written notification of any intention by Nasdaq or the SEC) to deregister such shares or prohibit or terminate the listing of the Common Stock on Nasdaq. Other than as contemplated by the BCA, SPAC has taken no action intended to result in, or that would reasonably be expected to result in, the termination of the registration of such shares under the Exchange Act.

(f) SPAC is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the execution, delivery and performance of this Agreement (other than (i) filings with the SEC, (ii) filings required by applicable state securities laws, (iii) those required by the Nasdaq, (iv) any filings pursuant to applicable antitrust laws, and (v) consents or other approvals, waivers or authorizations required for the consummation of the transactions contemplated by this Agreement that SPAC reasonably expects to receive on or prior to the Closing), in each case the failure of which to obtain would not be reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or have a material adverse effect on SPAC's ability to consummate the transactions contemplated hereby.

**Section 4.3 Representations and Warranties of PubCo.** PubCo represents and warrants to Stockholder that:

(a) PubCo is duly formed, validly existing and in good standing under the laws of the Netherlands. PubCo has the corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Agreement. All corporate action required to be taken by PubCo's board of directors in order to authorize PubCo to enter into this Agreement been taken. This Agreement has been duly authorized, executed and delivered by PubCo and is enforceable against PubCo in accordance with its terms, except to the extent that enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general application affecting the enforcement of creditors' rights generally and subject to general principles of equity.

(b) Assuming the accuracy of Stockholder's representations and warranties in Section 4.1, the execution, delivery and performance of this Agreement and the consummation by PubCo of the transactions that are the subject of this Agreement in compliance herewith will not result in (i) a material breach or material violation of any of the terms or provisions of, or constitute a material default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of PubCo or any of its subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, license, lease or any other agreement or instrument to which PubCo or any of its subsidiaries is a party or by which PubCo or any of its subsidiaries is bound or to which any of the property or assets of PubCo is subject, which would materially affect the legal authority of PubCo to comply in all material respects with the terms of this Agreement and perform its obligations hereunder; (ii) any material violation of the provisions of the organizational documents of PubCo; or (iii) any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over PubCo or any of its properties that would materially affect the legal authority of PubCo to comply with this Agreement or perform its obligations hereunder.

(c) Except for such matters that would not materially affect the legal authority of PubCo to comply with this Agreement or perform its obligations hereunder, as of the date hereof, there is no (i) action, suit, claim or other proceeding by or before any governmental or other regulatory or self-regulatory agency, entity or body with authority or jurisdiction over PubCo, pending, or, to the knowledge of PubCo, threatened in writing against PubCo, or (ii) judgment, decree, injunction, ruling or order of any governmental entity or arbitrator outstanding against PubCo.

(d) PubCo is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the execution, delivery and performance of this Agreement (other than (i) filings with the SEC, (ii) filings required by applicable state securities laws, (iii) those required by Nasdaq, (iv) any filings pursuant to applicable antitrust laws, and (v) consents or other approvals, waivers or authorizations required for the consummation of the transactions contemplated by this Agreement that PubCo reasonably expects to receive on or prior to the Closing), in each case the failure of which to obtain would not materially affect the legal authority of PubCo to comply with this Agreement or perform its obligations hereunder.

**ARTICLE V**  
**MISCELLANEOUS**

**Section 5.1 Survival.** All representations, warranties and covenants contained in this Agreement shall survive changes in the transactions, documents and instruments described herein, in each case until the end of the Term.

**Section 5.2 Further Assurances.** From time to time, at the other Party's request and without further consideration, each Party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

**Section 5.3 Fees and Expenses.** Each of the Parties shall be responsible for its own fees and expenses (including the fees and expenses of investment bankers, accountants and counsel) in connection with the entering into of this Agreement and the consummation of the transactions contemplated hereby.

**Section 5.4 No Ownership Interest.** Nothing contained in this Agreement shall be deemed to vest in SPAC or PubCo any direct or indirect ownership or incidence of ownership of or with respect to any Subject Shares.

**Section 5.5 Amendments, Waivers, etc.** This Agreement may not be amended, changed, supplemented or otherwise modified, except upon the execution and delivery of a written agreement executed by each of the Parties hereto. The provisions of this Agreement may not be waived except in a writing signed by the Party against whom enforcement of such waiver is sought. The failure of any Party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the Parties at variance with the terms hereof shall not constitute a waiver by such Party of its right to exercise any such or other right, power or remedy or to demand such compliance.

**Section 5.6 Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery (i) in person, (ii) by email (with affirmative confirmation receipt) or (iii) by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

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*If to SPAC prior to the Closing, to:*

Thunder Bridge Capital Partners IV, Inc.  
9912 Georgetown Pike, Suite D203  
Great Falls, VA 22066  
Attn: Gary A. Simanson, Chief Executive Officer  
E-mail: gsimanson@thunderbridge.us

*with copies (which shall not constitute notice) to:*

Ellenoff Grossman & Schole LLP  
1345 Avenue of the Americas, 11th Floor  
New York, New York 10105, U.S.A.  
Attn: Stuart Neuhauser, Esq. and  
Matthew A. Gray, Esq.  
Email: sneuhauser@egsllp.com;  
mgray@egsllp.com

and

Nelson Mullins Riley & Scarborough LLP  
101 Constitution Ave, NW, Suite 900  
Washington, DC 20001  
Attn: Jon Talcott, Esq. and Peter Strand, Esq.  
E-mail: jon.talcott@nelsonmullins.com;  
peter.strand@nelsonmullins.com

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*If to SPAC at or after the Closing, or to PubCo at any time, to:*

Coincheck Group N.V.  
E Space Tower, 12F  
3-6, Maruyamacho  
Shibuya-ku, Tokyo 150-0044  
Attn: Gary A. Simanson, Chief Executive Officer  
E-mail: gsimanson@thunderbridge.us

*With copies (which shall not constitute notice) to:*

Ellenoff Grossman & Schole LLP  
1345 Avenue of the Americas, 11th Floor  
New York, New York 10105, U.S.A.  
Attn: Stuart Neuhauser, Esq. and  
Matthew A. Gray, Esq.  
Email: sneuhauser@egsllp.com;  
mgray@egsllp.com

and

Nelson Mullins Riley & Scarborough LLP  
101 Constitution Ave, NW, Suite 900  
Washington, DC 20001  
Attn: Jon Talcott, Esq. and Peter Strand, Esq.  
E-mail: jon.talcott@nelsonmullins.com;  
peter.strand@nelsonmullins.com

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*If to Stockholder, to:* the address of Stockholder set forth underneath Stockholder's name on the signature page hereto

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**Section 5.7 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

**Section 5.8 Entire Agreement; Assignment; Third Party Beneficiaries.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof. This Agreement shall not be assigned by operation of law or otherwise without the prior written consent of the other Parties. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. This Agreement does not confer any rights or remedies upon any person or entity other than the Parties hereto and their heirs, successors and permitted assigns.



**Section 5.9 Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein,” “hereby” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “or” shall not be exclusive. Whenever used in this Agreement, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted. For purposes of this Agreement, the term “affiliate” shall have the meaning ascribed to such term in Rule 12b-2 of the Exchange Act (and, for the avoidance of doubt, any reference in this Agreement to an affiliate of SPAC prior to the Closing will include its sponsor, TBCP IV, LLC, a Delaware limited liability company).

**Section 5.10 Governing Law; Jurisdiction; WAIVER OF JURY TRIAL.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware without regard to the conflict of laws principles thereof. Any action, claim, suit or other legal proceeding (a “*Proceeding*”) arising out of or relating to this Agreement shall be heard and determined exclusively in the Court of Chancery of the State of Delaware or, if such court lacks jurisdiction, the state and federal courts in the State of Delaware (or in any court in which appeal from such courts may be taken) (the “*Specified Courts*”). Each Party hereto hereby (a) submits to the exclusive jurisdiction of any Specified Court for the purpose of any Proceeding arising out of or relating to this Agreement and (b) irrevocably waives, and agrees not to assert by way of motion, defense or otherwise, in any such Proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Proceeding is brought in an inconvenient forum, that the venue of the Proceeding is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any Specified Court. Each Party agrees that a final judgment in any Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each Party irrevocably consents to the service of the summons and complaint and any other process in any other Proceeding relating to the transactions contemplated by this Agreement, on behalf of itself, or its property, by personal delivery of copies of such process to such Party at the applicable address set forth in Section 5.6. Nothing in this Section 5.10 shall affect the right of any Party to serve legal process in any other manner permitted by law. EACH PARTY HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 5.11 Specific Performance.** The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each Party shall be entitled to obtain an injunction or restraining order to prevent threatened, actual or continuing breaches of this Agreement and to enforce specifically the terms and provisions hereof, in each case without the requirement to post any bond or other security or to prove actual damages or that money damages would be inadequate, this being in addition to any other right or remedy to which such Party may be entitled under this Agreement, at law or in equity.

**Section 5.12 No Partnership, Agency or Joint Venture.** This Agreement is intended to create a contractual relationship between the Parties, and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between or among the Parties hereto. Without limiting the generality of the foregoing sentence, Stockholder (a) is entering into this Agreement solely on its own behalf and shall not have any obligation to perform on behalf of any other holder of shares of Common Stock or any liability (regardless of the legal theory advanced) for any breach of this Agreement by any other holder of shares of Common Stock and (b) by entering into this Agreement does not intend to form a “group” for purposes of Rule 13d-5(b)(1) of the Exchange Act or any other similar provision of applicable law. Stockholder has acted independently regarding its decision to enter into this Agreement.

**Section 5.13 Waiver against Trust.** Stockholder understands that, as described in the IPO Prospectus, SPAC has established a trust account (the “*Trust Account*”) containing the proceeds of its initial public offering and the over-allotment securities acquired by its underwriters and from certain private placements occurring simultaneously with its initial public offering (including interest accrued from time to time thereon) for the benefit of SPAC’s public shareholders (including over-allotment shares acquired by SPAC’s underwriters, the “*Public Stockholders*”), and that SPAC may disburse monies from the Trust Account only in the circumstances described in the IPO Prospectus. For and in consideration of SPAC entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stockholder hereby agrees on behalf of itself and its affiliates that, notwithstanding anything to the contrary in this Agreement, neither Stockholder nor any of its affiliates do now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account, or make any claim against the Trust Account, regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Agreement or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (collectively, the “*Released Claims*”). Stockholder on behalf of itself and its affiliates hereby irrevocably waives any Released Claims that Stockholder or any of its affiliates may have against the Trust Account now or in the future and will not seek recourse against the Trust Account for any reason whatsoever. Stockholder agrees and acknowledges that such irrevocable waiver is material to this Agreement and specifically relied upon by SPAC and its affiliates to induce SPAC to enter into this Agreement, and Stockholder further intends and understands such waiver to be valid, binding and enforceable against Stockholder and each of its affiliates under applicable law. This Section 5.13 shall survive any termination of this Agreement and continue indefinitely. Notwithstanding the foregoing, this Section 5.13 shall not prevent Stockholder or its affiliates in the capacity as a Public Stockholder from receiving funds from the Trust Account after the termination of this Agreement upon the redemption of Stockholder’s or its affiliates’ shares of Common Stock or upon the liquidation of SPAC.

**Section 5.14 Prevailing Party Costs.** In the event either Party brings suit against the other asserting claims arising out of or relating to a breach of this Agreement, the Parties agree that the prevailing party in that suit shall be entitled to reimbursement of all fees and costs by the non-prevailing party, including reasonable attorneys’ fees incurred in defending or prosecuting that suit.

**Section 5.15 Counterparts.** This Agreement may be executed in counterparts (including by facsimile or pdf or other electronic document transmission), each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

*{Remainder of Page Intentionally Left Blank; Signature Pages Follow}*

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Redemption and Share Forward Agreement to be duly executed as of the date first set forth above.

**SPAC:**

**Thunder Bridge Capital Partners IV, Inc.**

By: /s/ Gary A. Simanson

Name: Gary A. Simanson

Title: President and CEO

**PubCo:**

**Coincheck Group B.V.**

By: /s/ Gary A. Simanson

Name: Gary A. Simanson

Title: Director and CEO

*{Signature Page to Non-Redemption and Share Forward Agreement}*

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**Stockholder:**

**Ghisallo Master Fund LP**

By: /s/ Michael Germino

Name: Michael Germino

Title: Authorized Signatory

*Address for Notice to Stockholder:*

Ghisallo Master Fund LP  
c/o Ghisallo Capital Management LLC  
240 Newbury Street, 2nd Floor  
Boston, MA 02116  
Attn: Nicole Restivo  
Email: legalnotice@ghisallo.com

*{Signature Page to Non-Redemption and Share Forward Agreement}*

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**Exhibit A**  
**Form of Settlement Notice**

Ghisallo Master Fund LP  
c/o Ghisallo Capital Management LLC  
240 Newbury Street, 2nd Floor  
Boston, MA 02116

[Date]

Coincheck Group N.V.  
E Space Tower, 12F  
3-6, Maruyamacho  
Shibuya-ku, Tokyo 150-0044  
Attn: Gary A. Simanson, Chief Executive Officer  
E-mail: gsimanson@thunderbridge.us

Re: Settlement Notice under Non-Redemption and Share Forward Agreement

Dear Mr. Simanson:

This notice (this “***Settlement Notice***”) is being provided by Ghisallo Master Fund LP, a Cayman Islands exempted limited partnership (“***Stockholder***”) to Coincheck Group N.V. as a Settlement Notice pursuant to that certain Non-Redemption and Share Forward Agreement, dated as of December 4, 2024 (the “***Agreement***”), by and among Thunder Bridge Capital Partners IV, Inc., a Delaware corporation (together with its successors, “***SPAC***”), Coincheck Group B.V., a Dutch private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) (together with its successors, including Coincheck Group N.V., “***PubCo***”), and Stockholder. Any capitalized term used but not defined in this Settlement Notice will have the meaning ascribed to such term in the Agreement.

Stockholder hereby notifies the company in accordance with the terms of the Agreement that it desires to release the number of Subject Shares set forth below from the Transfer restrictions set forth in Article II of the Agreement as Settled Shares, and concurrent with delivery of this Settlement Notice is paying to PubCo, by wire transfer of immediately available funds, the Settlement Amount with respect to such Settled Shares, as noted below.

**Number of Settled Shares  
under this Settlement Notice:**

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**Settlement Amount  
under this Settlement Notice:**

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Ghisallo Master Fund LP

By:

Name:  
Title

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**AMENDMENT TO COMPANY SUPPORT AGREEMENT**

This AMENDMENT TO COMPANY SUPPORT AGREEMENT (this “Amendment”), is entered into as of December 6, 2024, by and among TBCP IV, LLC, a Delaware limited liability company (“Thunder Bridge Sponsor”), Monex Group, Inc., a Japanese joint stock company (*kabushiki kaisha*) (“Monex” or the “Equityholder”), and Coincheck Group B.V., a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) (“PubCo”). Thunder Bridge Sponsor, Monex and PubCo are collectively referred to herein as the “Parties” and individually as a “Party.” Unless otherwise specified, capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement (as defined below).

**RECITALS**

WHEREAS, Thunder Bridge Capital Partners IV, Inc., a Delaware Corporation, Monex and Pubco entered into that certain Company Support Agreement, dated as of March 22, 2022 (the “Agreement”);

WHEREAS, pursuant to Section 12 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Amendment, and intending to be legally bound, the Parties hereby agree as follows:

1. Amendments. The Agreement shall be amended as follows effective the date hereof:
    - (a) The descriptive heading of Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:
 

“PubCo Shareholder Approval; PubCo Actions.”
    - (b) Section 1(b) of the Agreement shall be deleted in its entirety and replaced with the following:
 

“[Reserved.]”
  2. Ratification of Binding Provisions. All paragraphs, provisions and clauses in the Agreement not modified by this Amendment shall remain in full force and effect as originally written.
  3. Assignment. No Party shall assign this Amendment or any part hereof without the prior written consent of the other Parties hereto. Any such assignment without such consent shall be null and void. This Amendment and the Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.
-

4. Entire Agreement. This Amendment and the Agreement constitutes the entire agreement and understanding, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.
5. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed by the Parties.
6. Governing Law. This Amendment, and all claims or causes of action based upon, arising out of, or related to this Amendment, shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, including its statute of limitations, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws or statute of limitations of another jurisdiction.
7. Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that each Party need not sign the same counterpart. Signatures delivered electronically or by facsimile shall be deemed to be original signatures.

[Signature pages follow.]

IN WITNESS WHEREOF, the below have caused this Amendment to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

**MONEX GROUP, INC.**

By: /s/ Yuko Seimei  
Name: Yuko Seimei  
Title: Representative Executive Officer

*[Signature Page to Mars Amendment to Company Support Agreement]*

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IN WITNESS WHEREOF, the below have caused this Amendment to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

**COINCHECK GROUP B.V.**

By: /s/ Oki Matsumoto  
Name: Oki Matsumoto  
Title: Managing Director

*[Signature Page to Mars Amendment to Company Support Agreement]*

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IN WITNESS WHEREOF, the below have caused this Amendment to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

**TBCP IV, LLC**

By: /s/ Gary Simanson  
Name: Gary Simanson  
Title: Chief Executive Officer

*[Signature Page to Mars Amendment to Company Support Agreement]*

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