

WITHDRAWAL REQUEST IN CONNECTION WITH THE CROSS-BORDER MERGER OF ATAI LIFE SCIENCES N.V. AND ATAI LIFE SCIENCES LUXEMBOURG SA

Introduction

To the extraordinary general meeting of ATAI Life Sciences N.V. (the "**Disappearing Company**") to be convened in accordance with applicable law in connection with the Merger (as defined below) (the "**EGM**"), it has been proposed to resolve that the Disappearing Company will merge with and into atai Life Sciences Luxembourg SA (the "**Acquiring Company**") in accordance with a joint merger plan (the "**Merger Plan**") filed and announced in accordance with Dutch and Luxembourg law and available on the Disappearing Company's website (the "**Merger**").

Any shareholder of the Disappearing Company votes against the resolution at the EGM to enter into the Merger (the "**Merger Resolution**") and who does not wish to receive ordinary shares in the capital of the Acquiring Company pursuant to the Merger may exercise a withdrawal right in accordance with article 2:333h(1-5) of the Dutch Civil Code by filing a request (a "**Withdrawal Request**") with the Disappearing Company for cash compensation (the "**Cash Compensation**") within one month after the date of the EGM (the "**Withdrawal Request Expiration Date**"). A shareholder of the Disappearing Company who votes in favour of the Merger Resolution at the EGM, abstains from voting in respect of the Merger Resolution, or is not present or represented at the EGM, does not have any withdrawal right and cannot make a Withdrawal Request.

A Withdrawal Request must be made using this form and by following the instructions set forth herein. A Withdrawal Request can only be made in respect of ordinary shares in the capital of the Disappearing Company that the shareholder of the Disappearing Company (i) holds on the record date of the EGM (i.e. being the 28th day prior to the date of the EGM (the "**Record Date**")), (ii) votes against the Merger Resolution, (iii) still holds at the time of making the Withdrawal Request and (iv) does not transfer subsequent to making the Withdrawal Request. Any shareholder of the Disappearing Company who votes against the Merger Resolution is advised to consider whether or not to make a Withdrawal Request. Instead of making a Withdrawal Request, a shareholder of the Disappearing Company who does not wish to receive ordinary shares in the capital of the Acquiring Company pursuant to the Merger may alternatively consider selling his, her or its ordinary shares in the Disappearing Company's capital at any time prior to the effective date of the Merger.

The Cash Compensation to be received by a shareholder of the Disappearing Company for each of his, her or its ordinary shares in the Disappearing Company's capital for which a Withdrawal Request is properly made and received by the Disappearing Company ultimately on the Withdrawal Request Expiration Date (each, a "**Withdrawn Share**") will be determined in accordance with the formula included in the Merger Plan and as proposed to be included in the Disappearing Company's articles of association.

Accordingly, the Cash Compensation per Withdrawn Share, if any, shall be equal to the lower of (i) the volume weighted average price of one ordinary share in the capital of the Disappearing Company on the Nasdaq Stock Market in the last five trading days prior to (and excluding) the date on which the Merger becomes effective or (ii) the closing price of one ordinary share in the capital of the Disappearing Company on the Nasdaq Stock Market as reported on the trading day immediately preceding the date on which the Merger becomes effective (or, if no such closing price is reported on such trading day, the closing price of

one ordinary share in the capital of the Disappearing Company reported on the most recent prior trading day) (the "**Formula**").

If and to the extent one or more shareholders of the Disappearing Company duly, timely and validly make(s) a Withdrawal Request in accordance with the Merger Plan and this form, such shareholder(s) shall have a claim on the Disappearing Company for the payment of their respective entitlements to Cash Compensation (based on the Formula), which claim shall arise after expiration of the Withdrawal Request Expiration Date. Any such claim (i) shall transfer to the Acquiring Company pursuant to the Merger, (ii) shall become due and payable after the effective time of the Merger and (iii) shall be paid, or caused to be paid, by the Acquiring Company, within ten (10) business days following the effective time of the Merger, net of Dutch dividend withholding tax (if applicable) or any other taxes that are required to be withheld by applicable law (including tax laws).

Additional information concerning the Merger (including concerning the Cash Compensation per Withdrawn Share, if any, and the withdrawal right generally) can be found in the Merger Plan and the explanatory memorandum thereto (the "**Explanatory Memorandum**"), which are available on the Disappearing Company's website (<https://ir.atai.com/shareholder-services/investor-faqs>) under the section titled "Merger Information"¹.

Information to be submitted

A shareholder of the Disappearing Company who wishes, and is eligible, to make a Withdrawal Request (the "**Withdrawing Shareholder**") must complete the following information:

Details of the Withdrawing Shareholder	
<i>Name</i>	
<i>Address</i>	
<i>Taxpayer identification number</i>	
<i>Number of Withdrawn Shares</i>	
Details of Withdrawing Shareholder's bank account for payment of the Cash Compensation	
Account number	
Bank	
Details of Withdrawing Shareholder's securities account where the Withdrawn Shares are held	
Securities account number	
Name broker or intermediary	

Furthermore, the Withdrawing Shareholder must provide written evidence, satisfactory to the Disappearing Company at its sole discretion, that his, her or its Withdrawn Shares were voted in its name against the Merger Resolution (the "**Voting Evidence**").

Confirmations, acknowledgements and undertakings

¹ **NTD**: to be confirmed.

By submitting a Withdrawal Request, the Withdrawing Shareholder confirms, acknowledges and undertakes the following:

- a. the Withdrawing Shareholder is, and was on the Record Date, the sole record holder of the Withdrawn Shares;
- b. at the EGM, the Withdrawing Shareholder voted the Withdrawn Shares against the Merger Resolution;
- c. the Voting Evidence provided by the Withdrawing Shareholder is true, correct and complete;
- d. the Disappearing Company may rely on the tabulations and other information provided by Broadridge concerning the shareholders of the Disappearing Company who present or represented at the EGM and how they voted on they Merger Resolution, and the Disappearing Company may, at its sole discretion, determine that such tabulations and other information provided by Broadridge shall constitute conclusive evidence of those matters, even if the Voting Evidence provided by the Withdrawing Shareholder is inconsistent with such tabulations and other information provided by Broadridge;
- e. this Withdrawal Request, the Merger Proposal and the Explanatory Memorandum contain information regarding the Merger and the withdrawal right;
- f. the Cash Compensation for the Withdrawn Shares will be calculated in accordance with the Formula;
- g. the Withdrawing Shareholder shall receive the Cash Compensation net of Dutch dividend withholding tax (if applicable) or any other taxes that are required to be withheld by applicable law (including tax laws);
- h. if the proposal to amend the Disappearing Company's articles of association to convert all Withdrawn Shares into a separate class of shares immediately prior to the effective time of the Merger is not adopted at the EGM, or is otherwise not given effect to, then it is possible that, if any shareholder of the Disappearing Company makes a Withdrawal Request (irrespective of where that shareholder resides), the Merger shall be treated as a taxable disposition for U.K. tax purposes for all shareholders of the Disappearing Company who are resident in the United Kingdom;
- i. the consummation of the Merger is subject to the condition that the aggregate Cash Compensation payable in connection with the Merger does not exceed USD 5,000,000 and only the Disappearing Company may waive this condition at its sole discretion;
- j. the method of delivery of a Withdrawal Request is at the sole cost, option and risk of the Withdrawing Shareholder and delivery thereof will only be deemed made and effective when actually received by the Disappearing Company via the e-mail address set forth below;
- k. any Withdrawal Request that is incomplete, unclear, unsigned or otherwise improperly made (including, if it is not accompanied by satisfactory Voting Evidence) and/or that is not fully and correctly

received via the e-mail address set forth below by the Withdrawal Request Expiration Date (regardless of when such Withdrawal Request was dated, signed and/or sent) shall be considered invalid and shall be disregarded, and the Withdrawing Shareholder who made such Withdrawal Request shall not be entitled to receive Cash Compensation, provided, however, that the Disappearing Company reserves the right, exercisable at its sole discretion, to waive any such defect or other irregularity in the exercise of any withdrawal right (including any defect or irregularity in any Withdrawal Request or the delivery thereof), irrespective of whether or not similar (or other) defects or irregularities are waived in respect of any other shareholder of the Disappearing Company; and

- l. the Withdrawing Shareholder will not transfer any of the Withdrawn Shares to any person, except with the prior written approval of the Disappearing Company, until the effective time of the Merger (as a result of which the Withdrawn Shares will be cancelled by operation of law) or such earlier date as the Disappearing Company may publicly announce that the Merger will not be completed,
- m. if the Withdrawing Shareholder, despite his, her or its confirmation, acknowledgement and undertaking reflected in paragraph l. above, transfers any or all of his, her or its Withdrawn Shares after making the Withdrawal Request, (i) the Withdrawal Request shall be deemed to be null and void with respect to the Withdrawn Shares so transferred and shall thereafter apply only with respect to the Withdrawn Shares not so transferred, if any, and (ii) the Cash Compensation shall only be payable to such Withdrawing Shareholder in respect of the Withdrawn Shares not so transferred, if any.

Shares held in "street name"

If ordinary shares in the capital of the Disappearing Company are held by a bank or a brokerage firm, those shares held in "street name" for a "beneficial owner" of those shares. If a beneficial owner of ordinary shares in the capital of the Disappearing Company wishes to direct the submission of a Withdrawal Request with respect to those shares, then such beneficial owner must contact their bank or brokerage firm to procure this (if at all possible).

Submission and due date

This Withdrawal Request, duly completed (with satisfactory Voting Evidence) and signed, must be submitted ultimately by Withdrawal Request Expiration Date, by email to the following e-mail address Withdraw-ingSHs@atai.com

(Signature page follows)

THIS WITHDRAWAL REQUEST HAS BEEN SIGNED ON: _____ (*INSERT DATE*)

Signature Withdrawing Shareholder:

Name :