

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): July 23, 2021

**DPCM Capital, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-39638**  
(Commission File Number)

**85-0525645**  
(I.R.S. Employer  
Identification No.)

**382 NE 191 Street, #24148**  
**Miami, FL**  
(Address of principal executive offices)

**33179**  
(Zip Code)

**(305) 857-5086**  
(Registrant's telephone number, including area code)

**Not Applicable**

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

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

- Written 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-third of one Warrant	XPOA.U	The New York Stock Exchange
Class A Common Stock, par value \$0.0001 per share	XPOA	The New York Stock Exchange
Warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of \$11.50	XPOA WS	The New York Stock Exchange

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.**

The information set forth in Item 1.02 below is hereby incorporated by reference into this Item 1.01.

**Item 1.02 Termination of a Material Definitive Agreement.**

As previously disclosed, on May 19, 2021, DPCM Capital, Inc., a Delaware corporation (the "**Company**"), VNNA Merger Sub Corp., a Delaware corporation and wholly owned direct subsidiary of the Company ("**Merger Sub**"), Jam City, Inc., a Delaware corporation ("**Jam City**") and New Jam City, LLC, a Delaware limited liability company and wholly owned indirect subsidiary of Jam City ("**New JC LLC**"), entered into a business combination agreement (the "**Business Combination Agreement**") relating to the contemplated business combination among the Company and Jam City (the "**Proposed Business Combination**").

**Termination of Business Combination Agreement**

On July 23, 2021, the Company, Merger Sub, CDPM Sponsor Group, LLC, a Delaware limited liability company and sponsor of the Company ("**Sponsor**"), Jam City and New JC LLC entered into a Termination of Business Combination Agreement (the "**Termination Agreement**"), pursuant to which the parties agreed to mutually terminate the Business Combination Agreement. The termination of the Business Combination Agreement is effective as of July 23, 2021.

As a result of the termination of the Business Combination Agreement, the Business Combination Agreement is void and there is no liability under the Business Combination

Agreement on the part of any party thereto, except as set forth in the Business Combination Agreement, and each of the transaction agreements entered into in connection with the Business Combination Agreement, including, but not limited to, (i) the Sponsor Support Agreement, dated as of May 19, 2021, by and among the Company, Sponsor, Jam City and New JC LLC, (ii) the Stockholder Support Agreement, dated as of May 19, 2021, by and among the Company and certain stockholders of Jam City, and (iii) the subscription agreements entered into between the Company and certain investors concurrently with the execution of the Business Combination Agreement, dated as of May 19, 2021, will automatically either be terminated in accordance with their terms or be of no further force and effect. Pursuant to the Termination Agreement, subject to certain exceptions, the Company and Jam City have also agreed, on behalf of themselves and their respective related parties, to a release of claims relating to the Proposed Business Combination.

The Company intends to continue to pursue a business combination.

The foregoing descriptions of the Business Combination Agreement and the Termination Agreement do not purport to be complete and are qualified in their entirety by the terms and conditions of the full text of the Business Combination Agreement, which was previously filed as Exhibit 2.1 to the Current Report on Form 8-K with the U.S. Securities and Exchange Commission by the Company on May 25, 2021, and the full text of the Termination Agreement, which is attached hereto as Exhibit 10.1, each of which is incorporated by reference herein.

#### Item 8.01 Other Events.

On July 23, 2021, Jam City and the Company issued a joint press release announcing the termination of the Business Combination Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

#### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1†	<a href="#">Termination of Business Combination Agreement, dated as of July 23, 2021, among DPCM Capital Inc., VNNA Merger Sub Corp., CPDM Sponsor Group, LLC, Jam City, Inc. and New Jam City, LLC.</a>
99.1	<a href="#">Press Release dated July 23, 2021.</a>

† Certain of the exhibits to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

#### 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.

#### DPCM CAPITAL, INC.

By: /s/ Emil Michael  
Name: Emil Michael  
Title: Chief Executive Officer

Date: July 23, 2021

**TERMINATION OF BUSINESS COMBINATION AGREEMENT**

Termination of Business Combination Agreement, dated as of July 23, 2021 (this "Termination"), among DPCM Capital, Inc., a Delaware corporation ("DPCM"), VNNA Merger Sub Corp., a Delaware corporation and wholly owned subsidiary of DPCM ("Merger Sub"), CDPM Sponsor Group, LLC, a Delaware limited liability company and sponsor of the Company ("Sponsor"), Jam City, Inc., a Delaware corporation ("JC"), and New Jam City, LLC, a Delaware limited liability company and wholly owned subsidiary of JC ("New JC LLC"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the BCA (as defined below). Section references used herein are to the respective sections of the BCA. DPCM, Merger Sub, Sponsor, JC and New JC LLC are collectively referred to as the "Parties" and each as a "Party".

WHEREAS, DPCM, Merger Sub, JC and New JC LLC are parties to that certain Business Combination Agreement, dated as of May 19, 2021 (the "BCA"); and

WHEREAS, the Parties wish to mutually terminate the BCA in accordance with the provisions thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. The BCA is hereby terminated, effective immediately, pursuant to Section 9.01(a) of the BCA.
2. The effect of the termination of the BCA shall be as set forth in Section 9.02 of the BCA.
3. Each Party hereby agrees not to (a) initiate any communications with respect to the other Parties, the BCA or the Transactions, except as set forth in paragraph 4 below, (b) make, publish or communicate to any person or in any public or private forum or through any medium, any disparaging, damaging or demeaning statements about the other Parties or their respective affiliates, or any of their respective officers, directors, employees, or agents, or (c) otherwise engage, directly or indirectly, in any communications with any person that may be disparaging to the other Parties and their respective affiliates that may damage the reputation or goodwill of the other Parties or their respective affiliates, or that may place the other Parties or their respective affiliates in any false or negative light. Each Party hereby represents to the other Parties that it has not engaged in any of the actions and communications described in the foregoing clauses (b) and (c) of this paragraph 3 prior to the date hereof.
4. The Parties shall issue a press release relating to this Termination in the form of Exhibit A hereto. DPCM shall file the Form 8-K in the form of Exhibit B hereto. Thereafter, except for disclosure or communication required by applicable Law or stock exchange rule or in response to any request by any Governmental Authority, no Party shall issue any press release with respect to the other Parties, the Transactions and/or this Termination without the prior written consent of such other Parties; provided that, prior to any disclosure or communication required by applicable Law or stock exchange rule or in response to a request by a Governmental Authority, DPCM, Merger Sub and Sponsor, on the one hand, and JC and New JC LLC, on the other hand shall (i) use their reasonable best efforts to consult with each other before making any such disclosure, communication or response and (ii) to the fullest extent permitted by applicable Law, first allow the other to review such disclosure, communication or response and the opportunity to comment thereon, and shall consider such comments in good faith.

5. DPCM, Merger Sub, and Sponsor, for themselves, and on behalf of each of their respective affiliates, equity holders, partners, joint venturers, lenders, administrators, representatives, shareholders, parents, subsidiaries, officers, directors, attorneys, agents, employees, legatees, devisees, executors, trustees, beneficiaries, insurers, predecessors, successors, heirs and assigns, hereby absolutely, forever and fully release and discharge JC, New JC LLC and their affiliates and each of their respective present and former direct and indirect equity holders, directors, officers, employees, predecessors, partners, shareholders, joint venturers, administrators, representatives, affiliates, attorneys, agents, brokers, insurers, parent entities, subsidiary entities, successors, heirs, and assigns, and each of them, from all claims, contentions, rights, debts, liabilities, demands, accounts, reckonings, obligations, duties, promises, costs, expenses (including, without limitation, attorneys' fees and costs), liens, indemnification rights, damages, losses, actions, and causes of action, of any kind whatsoever, whether due or owing in the past, present or future and whether based upon contract, tort, statute or any other legal or equitable theory of recovery, and whether known or unknown, suspected or unsuspected, asserted or unasserted, fixed or contingent, matured or unmatured, with respect to, pertaining to, based on, arising out of, resulting from, or relating to the BCA, the Ancillary Agreements and the Transactions (the "DPCM Released Claims").
6. JC and New JC LLC, for themselves, and on behalf of each of their respective affiliates, equity holders, partners, joint venturers, lenders, administrators, representatives, shareholders, parents, subsidiaries, officers, directors, attorneys, agents, employees, legatees, devisees, executors, trustees, beneficiaries, insurers, predecessors, successors, heirs and assigns, hereby absolutely, forever and fully release and discharge DPCM, Sponsor, Merger Sub and their affiliates and each of their respective present and former direct and indirect equity holders, directors, officers, employees, predecessors, partners, shareholders, joint venturers, administrators, representatives, affiliates, attorneys, agents, brokers, insurers, parent entities, subsidiary entities, successors, heirs, and assigns, and each of them, from all claims, contentions, rights, debts, liabilities, demands, accounts, reckonings, obligations, duties, promises, costs, expenses (including, without limitation, attorneys' fees and costs), liens, indemnification rights, damages, losses, actions, and causes of action, of any kind whatsoever, whether due or owing in the past, present or future and whether based upon contract, tort, statute or any other legal or equitable theory of recovery, and whether known or unknown, suspected or unsuspected, asserted or unasserted, fixed or contingent, matured or unmatured, with respect to, pertaining to, based on, arising out of, resulting from, or relating to the BCA, the Ancillary Agreements and the Transactions (the "JC Released Claims," and together with the DPCM Released Claims, the "Released Claims").
7. Notwithstanding anything contained in this Termination to the contrary, it is the express intention of the Parties that the Released Claims released pursuant to paragraphs 6 and 7 of this Termination do not include claims, if any, based upon a breach of this Termination or a breach of the Confidentiality Agreement (as defined below).
8. Each Party acknowledges and understands that there is a risk that subsequent to the execution of this Termination, each Party may discover, incur or suffer Released Claims that were unknown or unanticipated at the time of the execution of this Termination, and which, if known on the date of the execution of this Termination, might have materially affected such Party's decision to enter into and execute this Termination. Each Party further agrees that by reason of the releases contained herein, each Party is assuming the risk of such unknown Released Claims and agrees that this Termination applies thereto.

9. Except as otherwise provided in Section 4, the Parties hereby acknowledge and agree that each Party continues to be bound by the Confidentiality Agreement, dated as of January 25, 2021 (the "Confidentiality Agreement"), by and among DPCM, JC and the other parties thereto, and that all information obtained pursuant to the BCA shall be kept confidential in accordance with the Confidentiality Agreement.

10. If any term or other provision of this Termination is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Termination shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Termination are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Termination so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Termination be consummated as originally contemplated to the fullest extent possible.
11. This Termination shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in such State. Any Action arising out of or relating to this Termination shall, to the fullest extent permitted by applicable Law, be heard and determined exclusively in the Court of Chancery of the State of Delaware; provided that if jurisdiction is not available in such court, then any such Action may be brought in any federal court located in the State of Delaware or any other Delaware state court. To the fullest extent permitted by applicable Law, the Parties hereby (a) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any Action arising out of or relating to this Termination brought by any Party and (b) agree not to commence any such Action except in the courts described above in Delaware, other than any Action in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. To the fullest extent permitted by applicable Law, each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Action arising out of or relating to this Termination, (i) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Termination, or the subject matter hereof, may not be enforced in or by such courts. Each of the Parties hereby waives to the fullest extent permitted by applicable Law, any right it may have to a trial by jury with respect to any Action directly or indirectly arising out of or relating to this Termination. Each of the Parties (a) certifies that no Representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of any Action, seek to enforce that foregoing waiver and (b) acknowledges that it and the other Parties have been induced to enter into this Termination, as applicable, by, among other things, the mutual waivers and certifications in this Section 11.
12. This Termination may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in one or more counterparts, and by the different Parties in separate counterparts, 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.
13. This Termination may only be amended in writing by the Parties.
14. Each Party hereby agrees to pay the expenses (including the fees and expenses of counsel, accountants, investment bankers, experts and consultants) incurred by such Party in connection with the BCA and the Transactions in accordance with Section 9.03 of the BCA.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date written above.

DPCM Capital, Inc.

By /s/ Emil Michael  
Name: Emil Michael  
Title: Chief Executive Officer

VNNA MERGER SUB CORP.

By /s/ Emil Michael  
Name: Emil Michael  
Title: President

CDPM SPONSOR GROUP, LLC

By /s/ Emil Michael  
Name: Emil Michael  
Title: Manager

JAM CITY, INC.

By /s/ Chris DeWolfe  
Name: Chris DeWolfe  
Title: CEO

NEW JAM CITY, LLC

By /s/Robert Zakari  
Name: Robert Zakari  
Title: EVP

See attached.

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**Exhibit B**

**Form 8-K**

See attached.

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**JAM CITY, INC. AND DPCM CAPITAL, INC. MUTUALLY AGREE  
TO TERMINATE BUSINESS COMBINATION AGREEMENT**

**MIAMI, FL and LOS ANGELES, CA**– July 23, 2021 – DPCM Capital, Inc. (“DPCM Capital”) (NYSE: XPOA), a publicly traded special purpose acquisition company, and Jam City, Inc. (“Jam City”), a leading mobile entertainment company behind some of the world’s highest grossing and most enduring mobile games, today announced that both companies have mutually agreed to terminate the previously announced business combination agreement, effective immediately. In light of current market conditions, DPCM Capital and Jam City believe that terminating the business combination agreement is the best path forward for the parties and their respective stockholders. DPCM Capital intends to continue to pursue a business combination and is proceeding to evaluate alternative business combinations.

**About DPCM Capital, Inc.**

DPCM Capital, Inc. is a special purpose acquisition company led by Chairman and CEO Emil Michael, formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses. UBS Securities LLC acted as sole book-running manager for DPCM Capital’s initial public offering. Its common stock, units, and warrants began trading on the NYSE on October 23, 2020 under the ticker symbols XPOA, XPOA.U and XPOA WS, respectively. [www.dpcmcapital.com](http://www.dpcmcapital.com).

**About Jam City**

Jam City is an award-winning mobile entertainment company providing unique and deeply engaging games that appeal to a broad, global audience. Led by CEO Chris DeWolfe, former MySpace co-founder and CEO, and COO Josh Yguado, former 20th Century Fox executive, Jam City is the creative powerhouse behind some of the highest-grossing and most enduring mobile games. [Jam City’s global franchise Cookie Jam has generated \$790 million in lifetime bookings and Panda Pop has generated \$375 million in lifetime bookings as of Q4 2020.] The company is a partner of choice for Hollywood studios, having developed immersive, narrative-rich mobile games around iconic entertainment brands. The company’s popular RPG game Harry Potter: Hogwarts Mystery was the #1 game in more than 40 countries at its launch in April 2018. Jam City currently has studios and talent located in Los Angeles (HQ), Burbank, Cedar Falls, Las Vegas, San Diego, San Francisco and, internationally, in Berlin, Bogotá, Buenos Aires, and Toronto. For more information, please visit [www.jamcity.com](http://www.jamcity.com).

**Forward-Looking Statements**

Certain statements in this press release may be considered “forward-looking statements” within the meaning of the “safe harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements herein include statements regarding DPCM Capital’s ability to complete a business combination. In some cases, you can identify forward-looking statements by terminology such as “may,” “should,” “expect,” “intend,” “will,” “estimate,” “anticipate,” “believe,” “predict,” “project,” “target,” “plan,” or “potentially” or the negatives of these terms or variations of them or similar terminology. Such forward-looking statements are subject to risks, uncertainties, and other factors which could cause actual results to differ materially from those expressed or implied by such forward-looking statements.

These forward-looking statements are based upon estimates and assumptions that are inherently uncertain and subject to material change. New risks and uncertainties may emerge from time to time, and it is not possible to predict all risk and uncertainties. Factors that may cause actual results to differ materially from current expectations include, but are not limited to, DPCM Capital’s ability to select an appropriate target business or businesses, complete its initial business combination, general economic conditions and other risks, uncertainties and factors set forth in the section entitled “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements” in DPCM Capital’s Annual Report on Form 10-K/A, filed with the SEC on June 24, 2021, and other filings with the SEC. Nothing in this press release should be regarded as a representation by any person that the forward-looking statements set forth herein will be achieved or that any of the contemplated results of such forward-looking statements will be achieved. You should not place undue reliance on forward-looking statements in this press release, which speak only as of the date they are made and are qualified in their entirety by reference to the cautionary statements herein and the risk factors of DPCM Capital described above. DPCM Capital does not undertake any duty to update these forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

**Contacts**

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For Jam City IR: [JamCityIR@icrinc.com](mailto:JamCityIR@icrinc.com)