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

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of December 2024

Commission File Number: 001-40851

Procaps Group, S.A.

(Translation of registrant's name in English)

9 rue de Bitbourg, L-1273
Luxembourg
Grand Duchy of Luxembourg
R.C.S. Luxembourg: B253360
Tel : +356 7995-6138
(Address of Principal Executive Offices)

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

Form 20-F ☒ Form 40-F ☐

INFORMATION CONTAINED IN THIS REPORT ON FORM 6-K

Introductory Explanatory Note

On November 27, 2024, the Board of Directors (the "Board") of Procaps Group, S.A. (the "Company") approved the issuance, through a private offering or offerings (the "Offering") exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), of up to $100 million in securities in the form of ordinary shares of the Company ("Ordinary Shares") or securities convertible into Ordinary Shares. In connection with such approval, on November 29, 2024 (the "Effective Date"), the Company entered into a Secured Convertible Note Subscription Agreement (the "NSA") with Hoche Partners Pharma Holdings S.A., an entity controlled by Alejandro Weinstein ("Hoche"), pursuant to which the Company may issue up to $40 million in Secured Convertible Notes (the "Convertible Notes") to Hoche pursuant to the terms and conditions therein, of which an aggregate of $20 million in Convertible Notes were issued on November 29, 2024. The NSA and Convertible Notes are described further below.

In connection with the Company's entry into the NSA, the Company entered into various ancillary agreements described below. The transactions contemplated by the NSA and ancillary agreements described below (the "Transaction Documents") are collectively referred to herein as the "Transactions."

The sale and issuance of the initial Convertible Note pursuant to the NSA has not been, and any future sale and/or issuance of Convertible Notes and/or Ordinary Shares in connection with the Transactions will not be, registered under the Securities Act or any state securities laws. The securities may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. Neither this Report on Form 6-K, nor the exhibits attached hereto, is an offer to sell or the solicitation of an offer to buy the securities described herein or therein.

Note Subscription Agreement and Convertible Notes

As disclosed above, on November 29, 2024, the Company and Hoche entered into the NSA. In connection therewith, the Company issued to Hoche a Convertible Note in principal amount of $20 million (the "Initial Note").

Pursuant to the NSA, Hoche has the obligation to subscribe for and purchase an additional Convertible Note in principal amount of $20 million on or prior to December 31, 2024 (the "Second Note"); provided that in the event that other third-party investors subscribe for and purchase Ordinary Shares in an aggregate amount in excess of $35,000,000 (such amount in excess of $35,000,000, the "Excess Amount"), and consummate such investments prior to December 27, 2024, Hoche shall have the option (but not the obligation) to reduce the principal amount of the Second Note by an amount not to exceed the Excess Amount. There can be no assurances that any third-party investors will subscribe for or purchase any Ordinary Shares in connection with the Offering.

The Convertible Notes bear interest at an annual rate of 8.50%, payable in-kind, quarterly in arrears, and mature on June 30, 2025. All accrued and unpaid interest due at the end of each such quarterly period shall be paid in kind by capitalizing such interest and adding it to (and thereby increasing) the then-outstanding principal amount of the Convertible Notes. Other key terms of the Convertible Notes, including those related to the conversion thereof, follow:

Conversion

Certain Definitions related to Conversion

"Conversion Amount" means, with respect to the Initial Note, the original principal amount of the Initial Note, and with respect to the Second Note, the original principal amount of the Second Note (for the avoidance of doubt, the Conversion Amount shall not include any capitalized or accrued and unpaid interest on the Convertible Notes).

"Conversion Price" means (a) in the event no Triggering Event occurs, a conversion price per Ordinary Share of $0.75, or (b) in the event any Triggering Event occurs, a conversion price per Ordinary Share of $0.50.

"Triggering Event" means: (a) the Company is finally delisted from Nasdaq or (b) the trading of the Ordinary Shares on Nasdaq is suspended (even if temporarily for any period of time and later reinstated), in each case of (a) and (b), exclusively as a result of either:

(i) the Company's failure to file its Annual Report on Form 20-F for the year ended December 31, 2023, as stated on the notice received by the Company on November 13, 2024 from the Listing Qualifications Department of Nasdaq, within any extended time period granted by the Nasdaq Hearings Panel; or

(ii) the Company being in violation of any applicable Nasdaq Listing Rule and receiving any delinquency notice from Nasdaq prior to December 31, 2026, as a result of any actions taken by management or the board of directors of the Company prior to the Effective Date.

For the avoidance of doubt, a Triggering Event shall not include or be deemed to occur in connection with any temporary trading halt that may be imposed by Nasdaq as a result of a major news announcement or stock price fluctuations, imbalance of buy and sell orders, or any stock price circuit breakers.

Optional Conversion

In the event the Convertible Notes have not automatically converted as described below, at any time prior to maturity, the Convertible Notes are convertible, at the option of Hoche, into (a) the Warrant (as defined below) and (b) a number of Ordinary Shares equal to the quotient obtained by dividing (i) the Conversion Amount by (ii) the Conversion Price, rounded down to the nearest whole Ordinary Share (collectively, the "Conversion Consideration").

Automatic Conversion

In the event the Convertible Notes have not converted at the option of Hoche as described above, the Convertible Notes shall automatically convert into the Conversion Consideration in the event that other third-party investors subscribe for and purchase Ordinary Shares in an aggregate amount of no less than $35,000,000 in connection with the Offering.

Post-Conversion Adjustment

If a Triggering Event occurs following the conversion of the Convertible Notes, the Company shall issue to Hoche an additional number of Ordinary Shares equal to the difference between (i) an amount equal to the quotient of the Conversion Amount divided by $0.50, and (ii) an amount equal to the number of Ordinary Shares previously issued upon conversion of the Convertible Notes.

Warrant

Upon conversion of the Convertible Notes (whether at the election of Hoche or automatically), the Company shall issue a warrant (the "Warrant") to Hoche for a face amount equal to the product obtained by multiplying (i) the Conversion Amount by (ii) by 0.25 (the "Warrant Amount"). The Warrant may be exercised in whole or in part to purchase a number of Ordinary Shares equal to the quotient obtained by dividing the Warrant Amount by the Exercise Price (as defined below). The exercise price per Ordinary Share issued pursuant to the Warrant shall be $0.75; provided that in the event a Triggering Event occurs, the exercise price shall be $0.50 (the "Exercise Price"). If a Triggering Event occurs after the date any Ordinary Shares have been purchased and issued under the Warrant, the Company shall issue to the holder of the Warrant an additional number of Ordinary Shares equal to the difference between: (A) the aggregate Exercise Price of all Ordinary Shares purchased and issued under the Warrant as of immediately prior to the occurrence of such Triggering Event, divided by $0.50, and (B) the total number of Ordinary Shares purchased and issued under the Warrant as of immediately prior to the occurrence of such Triggering Event.

Security

The Company's obligations under the Convertible Notes and other related agreements are secured by a first priority security interest in favor of Hoche in all of the issued and outstanding equity interests of Crynssen Pharma Group Ltd, a private limited liability company registered and incorporated under the laws of Malta and direct subsidiary of the Company ("Crynssen," and such equity interests, the "Collateral"), granted pursuant to that certain Share Pledge Agreement, dated as of November 29, 2024 (the "Pledge Agreement"), by and among the Company, Hoche and Crynssen. The NSA contains a covenant that limits the Company's ability to place liens on the Collateral or on any other equity interests of its direct or indirect subsidiaries, subject to customary exceptions.

Events of Default

The Convertible Notes provide for customary events of default which include (subject in certain cases to customary grace and cure periods), among others: (i) nonpayment of principal or interest; (ii) breach of covenants or other agreements in the Convertible Notes, the NSA or the Pledge Agreement; (iii) material breach by the Company of any representation or warranty contained in the NSA; (iv) any of the Convertible Notes, the NSA or the Pledge Agreement is suspended, revoked or terminated or for any reason cease to be valid and binding or in full force and effect, the performance by the Company of any of its obligations under such agreements shall become unlawful, or the validity of any such agreements shall be contested by the Company; (v) any lien or pledge provided in the NSA, the Convertible Notes or the Pledge Agreement shall cease to exist once perfected or shall cease to give Hoche a perfected security interest on the Collateral; (vi) the Company or any of its direct or indirect subsidiaries is in default in the performance of or compliance with any term of any evidence of any indebtedness in an aggregate outstanding principal amount of at least $7,500,000 or of any mortgage, indenture or other agreement relating thereto or any other condition exists, and as a consequence of such default or condition such indebtedness has become, or has been declared, due and payable before its stated maturity or before its regularly scheduled dates of payment; and (iv) certain events of bankruptcy or insolvency.

The foregoing descriptions of the NSA, the Initial Note, the Pledge Agreement and the Warrant are only summaries and are qualified in their entirety by reference to the full text of the NSA, the Initial Note, the Pledge Agreement and the form of Warrant, which are filed as Exhibits 99.1, 99.2, 99.3 and 99.4, respectively, to this Report on Form 6-K and incorporated herein by reference.

In addition, on December 3, 2024, the Company issued a press release announcing the foregoing, which is filed as Exhibit 99.5 to this Report on Form 6-K.

Termination of Nomination Agreement; Shareholder Nomination Agreement

In connection with the Transactions, the Company, Hoche, Caoton Company, S.A., acting as trustee to the Sognatore Trust, ("Sognatore"), Commonwealth Trust Company, acting as trustee to the Simphony Trust ("Simphony") and Commonwealth Trust Company, acting as trustee of the Deseja Trust ("Deseja" and together with Sognatore and Simphony, the "Minski Trusts") agreed to terminate that certain nomination agreement, dated as of September 29, 2021 (the "Original Nomination Agreement"). The Minski Trusts are ultimately controlled by the Minski family, including Jose Minski, current Chairman of the Board, and Ruben Minski, the Company's former Chief Executive Officer, former Chairman of the Board and a former director. Pursuant to the Original Nomination Agreement, the Minski Trusts had the right to propose for appointment a majority of the Board.

On November 29, 2024, in connection with the termination of the Original Nomination Agreement, Hoche, Alejandro Weinstein (together with Hoche, the "Hoche Parties") and the Minski Trusts entered into a shareholder nomination and voting agreement (the "Shareholder Nomination Agreement"), pursuant to which, among other things, the parties thereto agreed to vote their Ordinary Shares at the first annual general meeting of shareholders of the Company following the date thereof ("Annual Meeting") to (A) replace Kyle P. Bransfield, Luis Fernando Castro, Sandra Sanchez y Oldenhage, and Roberto Albisetti with the following individuals: (i) Alejandro Weinstein, (ii) Nicolas Weinstein, (iii) Ernesto Carrizosa, and (iv) Jose Frugone and (B) to reelect the following existing directors: Alberto Eguiguren Correa, Jose Minski and David Yanovich Wancier (the director nominees collectively in clauses (A) and (B), the "Initial Directors").

Following the Annual Meeting, in connection with any future meetings of shareholders of the Company at which directors are to be elected, the parties to the Shareholder Nomination Agreement agreed to use reasonable best efforts to propose for appointment or re-appointment (A) three individuals designated by Hoche (the "Hoche Nominees), (B) one individual designated by the Minski Trusts (the "Minski Nominee") and (C) three individuals who qualify as independent under applicable rules and mutually agreed upon by Hoche and the Minski Trusts (the "Independent Nominees"); *provided that*, the Shareholder Nomination Agreement contains additional provisions that, upon the occurrence of certain conditions, may result in the Hoche Parties and the Minski Trusts delegating their respective nomination rights with respect to the Independent Nominees to (i) with respect to up to two Independent Nominees, the first two third-party investors (if any) who purchase at least $15.0 million in Ordinary Shares in connection with the Offering and (ii) with respect to one Independent Nominee, certain existing lenders of the Company.

Additional Agreements

Debt Related Agreements

In connection with the Transactions, on November 29, 2024, the Company, the Minski Trusts and Olvi Investment Limited, an affiliate entity of the Minski Trusts ("Olvi") entered into an agreement whereby Olvi agreed to transfer and contribute to the Company, on behalf and under the instructions of the Minski Trusts, all of its right, title and interest in and to that certain $5.0 million junior unsecured subordinated promissory note (the "Junior Note") entered into on September 12, 2024 by and among Olvi, as lender, the Company, as borrower, and the Minski Trusts, who ultimately provided the funding to Olvi in connection with the Junior Note, to the Company, as a contribution to the shareholder equity of the Company. As result of such contribution, the parties agreed that the Company shall no longer be obligated to repay any outstanding indebtedness under the Junior Note.

In addition, on November 29, 2024, Procaps S.A., an indirect subsidiary of the Company, and Originates, Inc, an affiliate entity of the Minski Trusts ("Originates") entered into an agreement whereby Originates agreed to reduce the outstanding amounts of accounts payable owed by Procaps S.A. to Originates by $2.2 million and treat such discounted $2.2 million as fully cancelled and no longer owed to Originates by Procaps S.A., the Company or any of its subsidiaries.

In consideration for the contribution and cancellation of the outstanding indebtedness under the Junior Note, discounting of, and reduction in, accounts payable owed to Originates by Procaps S.A. and other good and valuable consideration, the Company entered into the mutual release and non-disparagement agreement with the Minski Trusts discussed below.

Mutual Release and Non-Disparagement Agreements

In connection with the Transactions and in consideration for the debt relief described above, on November 29, 2024, the Company entered in a mutual release and non-disparagement agreement (the "Minski Release Agreement") with the Minski Trusts, Jose Minski, Ruben Minski, Meyer Minski and Bricol International Corp., an affiliate of the Minski family (collectively, the "Minski Release Parties"). Pursuant to the terms of the Minski Release Agreement, the Company and the Minski Release Parties each released the other party from any claims that such party has or may have with respect to the matters being investigated by the Company's Audit Committee in connection with its previously disclosed independent investigation. The Minski Release Agreement also contains a customary mutual non-disparagement provision.

In addition, in connection with the Transactions, on November 29, 2024, the Company entered in a mutual release and non-disparagement agreement (the "Hoche Release Agreement") with Hoche. Pursuant to the terms of the Hoche Release Agreement, the Company and Hoche each released the other party from any claims that such party has or may have against the other party, except for any rights and obligations arising under or in connection with any of the Transaction Documents or any of the Transactions. The Hoche Release Agreement also contains a customary mutual non-disparagement provision.

Director Nominees and Board Changes

As previously disclosed by the Company on a Report on Form 6-K filed on November 27, 2024 (the "Shareholder Meeting 6-K"), the Company has announced that both an extraordinary general meeting of shareholders (the "Extraordinary General Meeting") and an annual general meeting of shareholders (the "Annual General Meeting") are to be held on Monday, December 16, 2024, at 7:00 p.m. (Luxembourg time). The record date for the determination of shareholders entitled to vote at each meeting was November 26, 2024.

In connection with the Shareholder Nomination Agreement, the Company shall seek shareholder approval such that the Initial Directors described above shall be appointed or re-appointed, as the case may be, as directors on the Board. In addition, on November 27, 2024, the Board approved, effective as of the conclusion of the Annual General Meeting, Jose Minski's resignation as Chairman of the Board and the appointment of Alejandro Weinstein as Chairman of the Board. Additional information regarding the Initial Directors is included in the convening notice for the Annual Meeting, which is filed as Exhibit 99.1 to the Shareholder Meeting 6-K.

Forbearance Extension

As previously announced, the Company, Procaps S.A. and certain of their respective subsidiaries (collectively with the Company and Procaps S.A., the "Obligors") had entered into forbearance agreements (collectively, the "Forbearance Agreements") with respect to approximately $209 million of the Obligors' financial indebtedness, each of which originally provided for a forbearance period expiring on October 25, 2024. As of the date hereof, the forbearance period under each of the Forbearance Agreements has been extended to January 31, 2025.

Certain Nasdaq Considerations

On November 21, 2024, the Company notified Nasdaq that it has elected to follow certain Luxembourg practices in lieu of the requirements of Nasdaq Listing Rule 5600, with the exception of those rules which are required to be followed pursuant to the provisions of Nasdaq Listing Rule 5615(a)(3).

Specifically, Nasdaq Listing Rule 5635 requires shareholder approval in connection with, among other things, (A) the issuance of securities in connection with an acquisition of the stock or assets of another company if (i) the issuance will result in the issuance of 20% or more of the voting power or number of shares of common equity outstanding prior to the proposed issuance or (ii) certain affiliates have a 5% interest (or 10% interest on a collective basis) in the company or assets proposed to be acquired, (B) an issuance of securities results in a change of control of the Company, (C) the issuance of securities in connection with a new or materially amended equity compensation plan and (D) certain private offerings of 20% or more of the Company's common equity outstanding prior to the offering at a price below the Minimum Price (as defined in Nasdaq Listing Rule 5635(d)). The Company has chosen to follow Luxembourg law applicable to it with respect to shareholder approval in connection with issuance of securities in lieu of following Nasdaq Listing Rule 5635. Under Luxembourg law, the Company is generally not required to seek shareholder approval in connection with the issuance of securities in the contexts described above.

As required by Nasdaq Listing Rule 5615(a)(3), Procaps will also disclose in its next Annual Report on Form 20-F, each requirement of Listing Rule 5600 that it does not follow and describe the Luxembourg practice followed in lieu of such requirements.

In accordance with the foregoing, the Transactions and entry into the Transaction Documents did not require the approval of the Company's shareholders.

Cautionary Note Regarding Forward-Looking Statements

This Form 6-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements involve risks and uncertainties, and actual results could vary materially from these forward-looking statements. The Company disclaims any obligation to update information contained in these forward-looking statements whether as a result of new information, future events, or otherwise.

Exhibit Index

Exhibit Number	Exhibit Title
99.1	Secured Convertible Note Subscription Agreement, dated as of November 29, 2024, by and between the Company and Hoche
99.2	Secured Convertible Note, dated as of November 29, 2024, by the Company in favor of Hoche
99.3	Share Pledge Agreement, dated as of November 29, 2024, by and among the Company, Hoche and Crynssen
99.4	Form of Warrant to be issued to Hoche
99.5	Press Release dated December 3, 2024

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, thereunto duly authorized.

PROCAPS GROUP, S.A.

By: /s/ José Antonio Toledo Vieira
Name: José Antonio Toledo Vieira
Title: Chief Executive Officer

Dated: December 3, 2024

Exhibit 99.1

EXECUTION VERSION

PROCAPS GROUP, S.A.

SECURED CONVERTIBLE NOTE SUBSCRIPTION AGREEMENT

This Secured Convertible Note Subscription Agreement (this "Agreement") is made as of November 29, 2024 by and between Procaps Group, S.A., a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B253360 (the "Company") and Hoche Partners Pharma Holding S.A., a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg with its registered office at 58, rue Charles Martel, L-2134 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B206416 (the "Subscriber").

RECITALS

The Company desires to issue and sell, and the Subscriber desires to subscribe for and purchase, secured convertible notes in substantially the form attached to this Agreement as Exhibit A (each a "Note" and collectively, the "Notes") which shall be Convertible (as defined below) on the terms stated herein and therein into (i) ordinary shares of the Company, each having a nominal value of $0.01 per share ("Ordinary Shares") and (ii) the Warrant (as defined below).

AGREEMENT

In consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Issuance and Subscription of the Notes**:

1.1 **Sale, Issuance and Subscription of the Notes**. Subject to the terms and conditions of this Agreement, the Subscriber agrees to subscribe for and purchase, and the Company agrees to issue and sell to the Subscriber, an aggregate amount of up to $40,000,000.00 in Notes. The purchase price of each Note shall be equal to 100% of the principal amount of such Note. Articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915 on commercial companies, as amended from time to time shall not apply to the Notes. The Notes are governed by the terms of this Agreement.

(a) **Initial Note**. Subject to the terms and conditions of this Agreement, the Subscriber agrees to subscribe for and purchase, at the Initial Closing (as defined below), and the Company agrees to issue and sell to the Subscriber, at the Initial Closing, a Note (the "Initial Note") in the principal amount of $20,000,000.00 (the "Initial Note Loan Amount").

(b) **Second Note**. Subject to the terms and conditions of this Agreement, the Subscriber agrees to subscribe for and purchase, at the Second Closing (as defined below), and the Company agrees to issue and sell to the Subscriber, at the Second Closing, a Note (the "Second Note") in the principal amount of $20,000,000.00 (the "Second Note Loan Amount"); provided that in the event that third-party accredited investors (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act) in the Company Equity Raise (as defined below) subscribe for and purchase Ordinary Shares in an aggregate amount in excess of $35,000,000.00 (such amount in excess of $35,000,000.00, the "Excess Amount"), and fully fund such investment into the Company prior to December 27, 2024, then the Subscriber shall have the option (but not the obligation) to reduce the Second Note Loan Amount by an amount not to exceed the Excess Amount, exercisable by providing written notice to the Company of its election to reduce the Second Note Loan Amount on or prior to December 29, 2024. For the avoidance of doubt, in the event the Excess Amount is equal to or greater than $20,000,000.00, the Subscriber may, at its sole discretion, opt to not purchase the Second Note by providing prior written notice to the Company as set forth in the immediately preceding sentence.

(c) **Registration of the Notes**. Each Note shall be issued only in registered form, and the name and address of the Subscriber shall be entered into the Company's Notes register by the Company.

1.2 **Closing; Delivery**.

(a) The subscription and purchase, and the sale and issuance of the Initial Note shall take place at the offices of Greenberg Traurig, P.A., 333 S.E. 2nd Avenue, Suite 4400, Miami, FL 33131, at 10:00 a.m. eastern time, on the date hereof, or at such other time and place as the Company and the Subscriber mutually agreed upon in writing (which time and place are designated as the "Initial Closing"), upon the physical or electronic exchange among the parties and their counsel of all documents and deliverables required under this Agreement.

(b) In the event that (A) the Excess Amount is less than $20,000,000.00, or (B) the Excess Amount is greater than or equal to $20,000,000.00 and the Subscriber does not exercise its option to not purchase the Second Note in accordance with Section 1.1(b), the subscription and purchase, and the sale and issuance, of the Second Note shall take place at the offices of Greenberg Traurig, P.A., 333 S.E. 2nd Avenue, Suite 4400, Miami, FL 33131, at 10:00 a.m. eastern time, at such time and place as the Company and the Subscriber mutually agreed upon in writing, but in any event no later than December 31, 2024 (which time and place are designated as the "Second Closing", and together with the Initial Closing, the "Closings" and each a "Closing"), upon the physical or electronic exchange among the parties and their counsel of all documents and deliverables required under this Agreement.

(c) At the Initial Closing (i) the Company shall issue and deliver to the Subscriber the Initial Note against (A) payment of the Initial Note Loan Amount by wire transfer of immediately available funds in U.S. dollars to a bank account designated by the Company in writing and (B) delivery of counterpart signature pages to this Agreement and the Initial Note; and (ii) the Company shall execute and deliver to the Subscriber a Maltese law governed pledge agreement in the form attached hereto as Exhibit B (the "Pledge Agreement"), pledging all of the Collateral (as defined below) in favor of the Subscriber.

(d) At the Second Closing (if any), the Company shall issue and deliver to the Subscriber the Second Note against (i) payment of the Second Note Loan Amount by wire transfer of immediately available funds in U.S. dollars to a bank account designated by the Company in writing and (ii) delivery of counterpart signature pages to the Second Note.

2. **Defined Terms**. In addition to the terms defined above (or elsewhere in this Agreement), the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Business Day" means any day except a Saturday, Sunday or any other day on which commercial banks in the Grand Duchy of Luxembourg, in New York, NY, or in Malta are authorized by law to close.

"Collateral" means all Crynssen Shares owned by the Company.

"Conversion" means the conversion of the Notes and all amounts of principal and interest outstanding thereunder into Ordinary Shares and the Warrant pursuant to Section 3 of this Agreement. The terms "Converted," "Convertible," "Convert," and other forms of the word "Conversion" shall have correlative meanings.

"Conversion Amount" means, with respect to the Initial Note, the Initial Note Loan Amount, and with respect to the Second Note, the Second Note Loan Amount. For the avoidance of doubt, the Conversion Amount shall not include any capitalized or accrued and unpaid interest on the Notes.

"Conversion Event" means an Automatic Conversion Event or an Optional Conversion Event.

"Conversion Price" means (i) in the event no Triggering Event occurs, a conversion price per Ordinary Share of $0.75, or (ii) in the event any Triggering Event occurs, a conversion price per Ordinary Share of $0.50.

"Crynssen" means Crynssen Pharma Group Ltd, a private limited liability company registered and incorporated under the laws of Malta with company registration number C 59671 and registered address at Trident Park, Notabile Gardens, No. 2, Level 3, Mdina Road, Zone 2, Central Business District, Birkirkara, CBD 2010, Malta.

"Crynssen Shares" means the 2,904,145 ordinary shares in the issued share capital of Crynssen, with a nominal value of $1.00 per share, fully paid-up and duly registered in favor of the Company.

"Event of Default" means, with respect to each Note, any of the Events of Default set forth in such Note.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Governmental Authority" means any sovereign government or any political subdivision thereof, whether federal, state or municipal, any legislative or judicial body, or autonomous constitutional body and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"IFRS" means the International Financial Reporting Standards, as in effect from time to time.

"Judgment" means, with respect to any Person, any judgment, order, writ, award or decree of any Governmental Authority or arbitration tribunal applicable to such Person or any of its Subsidiaries or any of their respective properties or assets.

"Lien" means, with respect to any Person, mortgage, lien, security interest, guaranty, pledge, security endorsement, security interest, security trust, easement, security interest or other encumbrance, or any interest or title of any seller, lessor, creditor or other secured party to or from such Person under any conditional sale or other property retention or leaseback agreement, on or with respect to any property or assets of such Person (including in the case of shares, shareholder agreements, voting agreements in trusts and all similar agreements).

"Maturity Date" means June 30, 2025.

"Nasdaq" means The Nasdaq Stock Market LLC.

"Organizational Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs, including, as applicable, its articles of incorporation, by-laws, articles of association, memorandum of association, certificate of incorporation or similar corporate or organizational documents, as amended, supplemented or restated from time to time.

"Permitted Lien" means, with respect to any Person:

(a) in respect of the equity interests of any Subsidiary of such Person, Liens arising under such Subsidiary's Organizational Documents or by the operation of law under the laws of the jurisdiction of incorporation or organization of such Subsidiary;

(b) any Lien for taxes, assessments or other governmental charges or levies, in each case the payment of which is not yet due or which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with IFRS;

(c) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, repairmen and other similar statutory Liens, in each case arising in the ordinary course of business for sums not yet due and payable or which are being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with IFRS;

(d) any Lien in favor of customs and revenue authorities to secure payment of custom duties in connection with the importation or exportation of goods;

(e) any Lien arising under any lease or hire purchase contract which would be treated as a "capital lease" under IFRS;

(f) Liens incurred or pledges or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security or retirement benefits;

(g) deposits made to secure the performance of bids, trade contracts and leases, statutory obligations, surety bonds, appeal bonds (whether in arbitration, judicial, administrative or tax procedures), performance bonds and other obligations of a like nature, in each case, up to $100,000, and which are incurred in the ordinary course of business and consistent with past practice and not incurred or made in connection with the borrowing of money, the obtaining of advances or credit or the payment of the deferred purchase price of property;

(h) any attachment or judgment Lien, unless the judgment it secures is not, within 60 days after the entry thereof, discharged or execution thereof stayed pending appeal, or is not discharged within 60 days after the expiration of such stay;

(i) leases, subleases, licenses or sub-licenses granted to others, easements, rights-of-way, zoning restrictions, minor defects or irregularities in title, encroachments and other similar charges or encumbrances, in each case incidental to, and not interfering with, the ordinary conduct of the business of the Company or any of its Subsidiaries, provided that such Liens do not, materially detract from the value of any such property;

(j) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and cash equivalents on deposit in one or more accounts maintained by the applicable Person, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank or banks with respect to cash management and operating account arrangements;

(k) any netting or set off arrangement under any hedging arrangement entered into by a Person in the ordinary course of its business, not for speculative purposes, and up to $100,000;

(l) any Lien on inventory and factoring of book debts or accounts receivable in connection with inventory financing, factoring and other similar arrangements entered into in the ordinary course of business, in each case, up to $100,000;

(m) Intentionally deleted;

(n) any Lien existing on property of a Person immediately prior to its being consolidated with or merged into the Company or a Subsidiary or its becoming a Subsidiary, or any Lien existing on any property acquired by the Company or any of its Subsidiaries at the time such property is so acquired; provided that in each case above, the Lien does not directly, or indirectly, cross-collateralize, or otherwise secure any other properties, interests or assets whatsoever of the Company or a Subsidiary; and

(o) Liens in favor of the Subscriber under the Pledge Agreement.

"Person" means any individual, corporation, partnership, trust, limited liability company, association, Governmental Authority or other entity.

"Registration Rights and Lock-Up Agreement" means that certain Registration Rights and Lock-Up Agreement of the Company, entered into on September 29, 2021, by and among the Company, the Subscriber and the other parties thereto, as amended, supplemented or restated from time to time.

"Securities" means the Notes, the Ordinary Shares issuable upon Conversion, including the additional Ordinary Shares issuable pursuant to Section 3.7, the Warrant issuable upon Conversion and the Ordinary Shares issuable upon the exercise of the Warrant.

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

"Subsidiary" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). The term "Subsidiaries" shall have a correlative meaning.

"Transaction Documents" means this Agreement, the Notes, the Pledge Agreement, the Subscription and Conversion Form executed upon Conversion, the Warrant issuable on Conversion and the other documents referred to herein.

"Triggering Event" means: (a) the Company is finally delisted from Nasdaq or (b) the trading of the Ordinary Shares on Nasdaq is suspended (even if temporarily for any period of time and later reinstated), in each case of (a) and (b), exclusively as a result of either:

(i) the Company's failure to file its Annual Report on Form 20-F for the year ended December 31, 2023, as stated on the notice received by the Company on November 13, 2024 from the Listing Qualifications Department of Nasdaq, within any extended time period granted by the Nasdaq Hearings Panel; or

(ii) the Company being in violation of any applicable Nasdaq Listing Rule and receiving any delinquency notice from Nasdaq prior to December 31, 2026, as a result of any actions taken by management or the board of directors of the Company prior to the Effective Date.

For the avoidance of doubt, a Triggering Event shall not include or be deemed to occur in connection with any temporary trading halt that may be imposed by Nasdaq as a result of a major news announcement or stock price fluctuations, imbalance of buy and sell orders, or any stock price circuit breakers.

"Warrant" means the Ordinary Share Purchase Warrant issued to the Subscriber upon Conversion in the form attached hereto as Exhibit C.

"Warrant Amount" means the face value of the Warrant.

3. **Conversion**. The Notes will be Convertible into Ordinary Shares and the Warrant pursuant to this Section 3.

3.1 **General Terms of Conversion**. Subject to the terms of this Agreement, upon the occurrence of a Conversion Event, all Note Obligations outstanding with respect to each Note shall become immediately due and payable on the same day as the occurrence of such Conversion Event, and all such Note Obligations shall be settled, upon Conversion, by way of set-off against the subscription price for the Ordinary Shares pursuant to Section 3.4 and the Warrant pursuant to Section 3.5, in accordance with the provisions of the Luxembourg law of 10 August 1915 on commercial companies, as amended and in particular its Article 420-27.

3.2 **Automatic Conversion**. In the event the Notes have not Converted at the option of the Subscriber pursuant to Section 3.3 hereof, the Notes shall be automatically Converted into Ordinary Shares pursuant to Section 3.4 and the Warrant pursuant to Section 3.5 on the date on which the aggregate amount of Ordinary Shares purchased by third-party investors in the Company Equity Raise (as defined below) totals or surpasses $35,000,000.00 (an "Automatic Conversion Event").

3.3 **Conversion by Subscriber**. In the event the Notes have not automatically Converted pursuant to Section 3.2 hereof, the Subscriber may, at its sole and exclusive option, Convert all, but not less than all, of the Notes into Ordinary Shares pursuant to Section 3.4 and the Warrant pursuant to Section 3.5, at any time prior to the fifth (5th) Business Day immediately preceding the Maturity Date by providing the Company written notice of the Subscriber's election to Convert the Notes (an "Optional Conversion Event").

3.4 **Conversion into Ordinary Shares**. The number of Ordinary Shares to be issued upon Conversion of the Notes shall be equal to the quotient obtained by dividing (i) the Conversion Amount of the Notes by (ii) the Conversion Price, rounded down to the nearest whole share.

3.5 **Conversion into Warrant**. Upon Conversion of the Notes, the Company shall issue a Warrant to the Subscriber for a Warrant Amount equal to the product obtained by multiplying (i) the Conversion Amount by (ii) by 0.25. Notwithstanding anything to the contrary contained herein, the Notes shall only Convert into the Warrant in the event that either (a) the Second Closing has been consummated and the Second Note has been issued to the Subscriber against payment of the Second Note Loan Amount, or (b) the Excess Amount is greater than or equal to $20,000,000.00 and the Subscriber exercises its option to not purchase the Second Note in accordance with Section 1.1(b) (each of (a) and (b), a "Warrant Condition").

3.6 **Mechanics and Effect of Conversion**.

(a) As soon as reasonably practicable, but in any event no later than five (5) Business Days following a Conversion Event:

(i) the Subscriber shall: (A) execute and deliver to the Company a subscription and conversion form, in the form attached to this Agreement as Exhibit D (the "Subscription and Conversion Form"); and (B) surrender the Note, duly endorsed, at the principal offices of the Company or any transfer agent of the Company; and

(ii) the Company shall, at its expense, (A) issue the number of Ordinary Shares to which the Subscriber is entitled upon Conversion pursuant to Section 3.4 (it being understood that an amount of $0.01 of the per Ordinary Share conversion price shall be allocated to the share capital of the Company), together with the Warrant pursuant to Section 3.5, to the Subscriber by way of a capital increase to be resolved by means of the authorized share capital of the Company to be authorized and approved by the board of directors of the Company (the "Board Decision"); (B) deliver, or caused to be delivered, to the Subscriber a copy of the records of the transfer agent for the Company, showing the Subscriber as the owner of such Ordinary Shares to which the Subscriber is entitled upon Conversion pursuant to Section 3.4; and (C) register the Subscriber in the register of shareholders of the Company as the owner of the Ordinary Shares issued upon Conversion pursuant to Section 3.4, and update the Notes register of the Company accordingly.

(b) Notwithstanding the foregoing, in the event a Conversion Event occurs prior to the satisfaction of any Warrant Condition, the Company shall issue the Warrant to the Subscriber under the authorized share capital of the Company to be resolved upon in the Board Decision, as soon as reasonably practicable, but in any event no later than three (3) Business Days, following the satisfaction of the Warrant Condition.

(c) Upon Conversion, the Company will be forever released from all of its obligations and liabilities under the Notes, including with regard to the outstanding principal amount and accrued interest thereunder.

(d) Upon Conversion, the security interests granted herein and under the Notes shall automatically terminate, and the parties shall comply with the provisions of Section 12 and the terms of the Pledge Agreement to (i) terminate Pledge Agreement, (ii) terminate all securities interests granted under the Pledge Agreement, and (iii) revert all Collateral to the Company.

3.7 **Adjustment to Conversion of Ordinary Shares**. If a Triggering Event occurs after the date the Notes have Converted, the Company shall issue to the Subscriber an additional number of Ordinary Shares equal to the difference between (i) the Conversion Amount divided by $0.50, and (ii) the number of Ordinary Shares previously issued upon Conversion.

4. **Use of Proceeds**. The proceeds from the sale of the Notes shall be used for the payment of existing indebtedness, working capital and other general corporate purposes of the Company and its Subsidiaries.

5. **Security Interests**. As collateral security for all accrued and unpaid principal and interest due and owing under the Notes and performance of the Company's obligations under the Notes (the "Note Obligations"), for so long as any Note Obligations remain outstanding, the Company hereby grants in favor of the Subscriber a Lien on and a first priority security interest in all of its right, title and interest in, to and under the Collateral by executing and delivering the Pledge Agreement at the Initial Closing, pursuant to which, the Company shall pledge all of its right, title and interest in, to and under the Collateral now owned by it, and undertakes to pledge any additional shares in the issued share capital of Crynssen, issued in favor of, or at any time hereafter acquired by, the Company, in accordance with and subject to the terms of the Pledge Agreement. The Company shall, from time to time, at its expense, promptly execute and deliver all further instruments, documents and notices and take all further action that the Subscriber reasonably requests in order to create, perfect and protect any security interests in the Collateral granted herein, or to enable the Subscriber to exercise and enforce its rights and remedies hereunder, under the Notes or under the Pledge Agreement with respect to any Collateral.

6. **Representations and Warranties of the Company**. The Company hereby represents and warrants to the Subscriber as follows:

6.1 **Organization**. The Company is a public limited liability company (*société anonyme*), duly incorporated and validly existing under the laws of the Grand Duchy of Luxembourg. Each of the Company's Subsidiaries is an entity duly incorporated or otherwise organized, validly existing under the laws of the jurisdiction of its incorporation or organization. Each Subsidiary of the Company has the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted.

6.2 **Authorization**. The Company has corporate power and authority to execute this Agreement and the other Transaction Documents to which it is a party, and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the performance by the Company of its obligations hereunder and thereunder and the consummation of the transactions provided for herein and therein have been duly and validly authorized, including by all necessary corporate action. This Agreement, the Pledge Agreement and the Notes, when executed and delivered by the Company and the other parties thereto, and the Warrant, when issued and delivered by the Company upon Conversion, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

6.3 **No Conflicts**. The execution by the Company of this Agreement and the other Transaction Documents to which it is a party, the performance by the Company of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby do not and, at each Closing, will not (a) conflict with or violate any provision of the Company's or any of its Subsidiaries' Organizational Documents, (b) result in a breach of or constitute a default under, give to others any right of termination, amendment, acceleration or cancellation of, result in triggering any payment or other obligations pursuant to, any note, bond, mortgage, contract, confidentiality agreement or similar agreement, lease, license, or other agreement to which the Company or any of its Subsidiaries is a party or by which the Company's or any of its Subsidiaries' properties or assets are bound or affected, or (c) violate or conflict with, constitute a breach of or default under, any Judgment to which the Company or any of its Subsidiaries is a party or by which the Company's or any of its Subsidiaries' properties are bound; except, in the cases of each of items (b) and (c) above, for any conflict, violation, breach, default, termination, amendment, acceleration, cancellation, right or Lien which, individually or in the aggregate, would not materially and adversely affect the Company and its Subsidiaries, taken as a whole, or materially impair the Company's ability to consummate the transactions contemplated hereby.

6.4 **Valid Issuance of Ordinary Shares**. The Ordinary Shares issuable upon Conversion (including any adjustments thereto pursuant to Section 3.7) and upon the exercise of the Warrant have been duly authorized and, when issued upon Conversion or the exercise of the Warrant, will be validly issued, fully paid and non-assessable, free and clear of any Liens (other than Liens imposed by the Organizational Documents of the Company, the Registration Rights and Lock-Up Agreement and applicable securities laws, or created by the Subscriber).

6.5 **Title to Collateral**. The Company has good and marketable title to the Collateral, free and clear of all Liens (other than Liens imposed by the Organizational Documents of Crynssen, the Transaction Documents and applicable securities laws). The Subscriber's interest in the Collateral will be senior and prior to the interest of any other Person. No financing statement, security agreement, pledge, mortgage or similar or equivalent document or instrument covering all or part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect or record a Lien on such Collateral, other than pursuant to the Transaction Documents. The Collateral comprises all of the issued and outstanding share capital of Crynssen.

6.6 **Consents, Filings and Approvals**. Assuming the accuracy of the representations made by the Subscribers in Section 7 of this Agreement, other than any filing or registration requirements pursuant to Section 5 and the Pledge Agreement, no consent, approval, notification, authorization or order of, or declaration, filing or registration with any Governmental Authority is required to be obtained or made by or with respect to the execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the consummation of the transactions contemplated hereby and thereby or the grant by the Company of the Lien granted hereby on the Collateral, except for cases where the failure to obtain (or give or make, as applicable) such consent, approval, notification, authorization, order, declaration, filing or registration, individually or in the aggregate, would not materially and adversely affect the Company and its Subsidiaries, taken as a whole, or the Company's ability to consummate the transactions contemplated by this Agreement and the other Transaction Documents to which the Company is a party. Except as may have already been obtained or will be obtained prior to the applicable Closing, or as may be required under the Securities Act, Exchange Act, the listing rules of Nasdaq or state securities laws, no material notices to, filings with, or authorizations, consents or approvals of any Governmental Authority are necessary for the execution, delivery or performance by the Company of this Agreement and the other Transaction Documents to which it is a party, or the consummation by it of the transactions contemplated hereby and thereby.

6.7 **No Finder's Fee**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or the other Transaction Documents based upon arrangements made by or on behalf of the Company or any of its Affiliates.

6.8 **Subsidiaries**. The Schedule 6.8 contains (except as noted therein) complete and correct lists of the Company's Subsidiaries as of the date of this Agreement, showing, as to each Subsidiary, the name thereof, the jurisdiction of its organization, and the percentage of shares of each class of its capital stock or similar equity interests outstanding owned by the Company and its Subsidiaries. All of the outstanding shares of capital stock or similar equity interests of each Subsidiary shown in Schedule 6.8 as being owned by the Company and its Subsidiaries have been validly issued, are fully paid and non-assessable, and are free and clear of any Liens, other than Permitted Liens.

7. **Representations and Warranties of the Subscriber.** The Subscriber hereby represents and warrants to the Company as follows:

7.1 **Organization.** The Subscriber is a public limited liability company (*société anonyme*), duly incorporated and validly existing under the laws of the Grand Duchy of Luxembourg.

7.2 **Authority Execution**. The Subscriber has corporate power and authority to execute this Agreement and the other Transaction Documents to which it is a party, and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and performance by the Subscriber of this Agreement and the other Transaction Documents to which it is a party, the performance by the Subscriber of its obligations hereunder and thereunder and the consummation of the transactions provided for herein and therein have been duly and validly authorized, including by all necessary corporate action. This Agreement and the other Transaction Documents to which the Subscriber is a party, when executed and delivered by the Subscriber and the other parties thereto, shall constitute valid and legally binding obligations of the Subscriber, enforceable against the Subscriber in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

7.3 **No Conflicts**. The execution by the Subscriber of this Agreement and the other Transaction Documents to which it is a party, the performance by the Subscriber of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby do not and, at each Closing, will not (a) conflict with or violate any provision of its Organizational Documents, (b) result in a breach of or constitute a default under, give to others any right of termination, amendment, acceleration or cancellation of, result in triggering any payment or other obligations pursuant to, any note, bond, mortgage, contract, confidentiality agreement or similar agreement, lease, license, or other agreement to which the Subscriber is a party or by which the Subscriber's properties or assets are bound or affected, or (c) violate or conflict with, constitute a breach of or default under, any Judgment to which the Subscriber is a party or by which the Subscriber or any of its properties are bound; except, in the cases of each of items (b) and (c) above, for any conflict, violation, breach, default, termination, amendment, acceleration, cancellation, right or Lien which, individually or in the aggregate, would not materially and adversely affect the Subscriber and its Subsidiaries, taken as a whole, or materially impair the Subscriber's ability to consummate the transactions contemplated hereby.

7.4 **Own Account**. This Agreement is made with the Subscriber in reliance upon the Subscriber's representation to the Company, which by the Subscriber's execution of this Agreement, the Subscriber hereby confirms, that the Securities to be acquired by the Subscriber will be acquired for investment for the Subscriber's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Subscriber has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Subscriber further represents that the Subscriber does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities. The Subscriber is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Subscriber either has not been formed for the specific purpose of acquiring the Securities, or each beneficial owner of equity securities of or equity interests in the Subscriber is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

7.5 **Restricted Securities**. The Subscriber understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Subscriber's representations as expressed herein. The Subscriber understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Subscriber must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Subscriber acknowledges that the Company has no obligation to register or qualify the Securities for resale. The Subscriber further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of the Subscriber's control, and which the Company is under no obligation and may not be able to satisfy.

7.6 **No General Solicitation.** The Subscriber, and its officers, directors, employees, agents, stockholders or partners have not either directly or indirectly, including through a broker or finder solicited offers for or offered or sold the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502 of Regulation D under the Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act. The Subscriber acknowledges that neither the Company nor any other person offered to sell the Securities to it by means of any form of general solicitation or advertising within the meaning of Rule 502 of Regulation D under the Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.

7.7 **Legends**. The Subscriber understands the Securities, and any Securities issued in respect thereof or exchange therefor, may bear one or all of the following legends:

(a) THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IS AVAILABLE.

(b) NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

(c) Any legend required by the securities laws of any jurisdiction, including any state, to the extent such laws are applicable to the Securities or any Securities issued in respect thereof or exchange therefor.

7.8 **Experience of Such Subscriber**. The Subscriber, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Subscriber is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

7.9 **Access to Information**. The Subscriber has conducted its own independent investigation, review and analysis of the Company, including the Company's business, results of operations, prospects, condition (financial or otherwise) and assets, and acknowledges that it has been provided (i) the opportunity to ask such questions as the Subscriber has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) adequate access to personnel, properties, assets, premises, books and records, and other documents, data and information about the Company and its financial condition, results of operations, business, properties, management and prospects (including, without limitation, information and reports on the Company's internal investigation) sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that is necessary to make an informed investment decision with respect to the investment. The Subscriber acknowledges receipt of sufficient information upon which to base its decision to invest in the Company. The Subscriber has consulted, to the extent deemed appropriate by the Subscriber, with the Subscriber's own advisers as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in the Securities and on that basis understands the financial, tax, legal, accounting, regulatory and related consequences of an investment in the Securities, and believes that an investment in the Securities is suitable and appropriate for the Subscriber.

7.10 **Foreign Investors**. If the Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Code), the Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. The Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

7.11 **Disqualification**. The Subscriber represents that neither the Subscriber, nor any person or entity with whom Subscriber shares beneficial ownership of Company securities, is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act. The Subscriber also agrees to notify the Company if such Subscriber or any person or entity with whom the Subscriber shares beneficial ownership of Company securities becomes subject to such disqualifications after the date hereof (so long as the Subscriber or any such person beneficially owns any equity securities of the Company).

7.12 **No Finder's Fee**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or the other Transaction Documents based upon arrangements made by or on behalf of the Subscriber or any of its Affiliates.

7.13 **No Additional Representations**.

(a) The Subscriber has conducted to its satisfaction its own independent investigation, review and analysis of, and reached its own independent conclusions regarding, the Company, its Subsidiaries, their businesses and their operations, assets, condition (financial or otherwise) and prospects. The Subscriber has been represented by, and had the assistance of, counsel in the conduct of its due diligence, the preparation and negotiation of this Agreement and the consummation of the transactions contemplated hereby.

(b) THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT (I) OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 6, NONE OF THE COMPANY OR ANY OF ITS AFFILIATES OR REPRESENTATIVES HAS MADE OR IS MAKING ANY REPRESENTATION OR WARRANTY TO THE SUBSCRIBER OR ANY OF THE SUBSCRIBER'S AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, INCLUDING WITH RESPECT TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, THE SECURITIES, OR THE ASSETS OR LIABILITIES OF THE COMPANY AND ITS SUBSIDIARIES.

8. **Conditions to the Subscribers' Obligations at each Closing**. The obligations of the Subscriber to the Company under this Agreement at each applicable Closing is subject to the fulfillment, on or before such Closing, of each of the following conditions, unless otherwise waived in writing by the Subscriber:

8.1 **Representations and Warranties**. The representations and warranties of the Company contained in Section 6 shall be true and correct in all material respects (or, to the extent representations or warranties are qualified by materiality, in all respects) as of such Closing.

8.2 **Performance**. The Company shall have performed and complied with all covenants and obligations contained in this Agreement that are required to be performed or complied with by the Company on or before the applicable Closing.

8.3 **Qualifications**. All authorizations, approvals or permits, if any, of any Governmental Authority that are required in connection with the lawful issuance, purchase and sale of the Securities pursuant to this Agreement shall be obtained and effective as of the applicable Closing.

9. **Conditions of the Company's Obligations at each Closing**. The obligations of the Company to the Subscriber under this Agreement at each applicable Closing is subject to the fulfillment, on or before such Closing, of each of the following conditions, unless otherwise waived in writing by the Company:

9.1 **Representations and Warranties.** The representations and warranties of the Subscriber contained in Section 7 shall be true and correct in all material respects (or, to the extent representations or warranties are qualified by materiality, in all respects) as of such Closing.

9.2 **Performance**. The Subscriber shall have performed and complied with all covenants and obligations contained in this Agreement that are required to be performed or complied with by the Subscriber on or before the applicable Closing.

9.3 **Qualifications**. All authorizations, approvals or permits, if any, of any Governmental Authority that are required in connection with the lawful issuance, purchase and sale of the Securities pursuant to this Agreement shall be obtained and effective as of the applicable Closing.

10. **Covenants of the Parties** .

10.1 **Company Equity Raise.** The Subscriber (i) acknowledges that the Company is conducting a private offering of Ordinary Shares (at a price per Ordinary Share of no less than the Conversion Price) to "accredited investors," as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, in a transaction that is, or series of transactions that are, exempt from registration under the Securities Act, for an aggregate investment of up to $100,000,000.00, net of the Initial Note Loan Amount and the Secondary Note Loan Amount (collectively, the "Company Equity Raise"), and (ii) agrees to assist and cooperate with the Company and to exercise best efforts to cause the consummation of the Company Equity Raise in the maximum investment amount possible, as promptly as practicable (but in any event no later than the Maturity Date), and in compliance with applicable U.S. federal and state securities laws and the laws of any other applicable jurisdictions.

10.2 **Further Assurances**. From time to time, as and when requested by any party hereto, the other party shall execute, or cause to be executed, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, including actions on or after each Closing, as such party may reasonably deem necessary or desirable to consummate the transactions contemplated hereby.

10.3 **Limitations on Liens on the Collateral**. So long as the Notes remain outstanding, the Company will not, and will not permit any of its Subsidiaries to, directly or indirectly, create, assume, incur or guarantee any indebtedness secured by a Lien upon the Collateral or any shares of capital stock or similar equity interests of any Subsidiary of the Company that is owned by the Company or its Subsidiaries, except for Permitted Liens or any Liens to which the Subscriber may give its prior written consent.

11. **Remedies**.

11.1 **Event of Default.** Upon the occurrence and during the continuance of an Event of Default with respect to any Note, the Subscriber may:

(a) declare the entire principal amount of such Note, together with all accrued interest thereon and all other amounts payable under such Note, immediately due and payable;

(b) exercise any or all of the rights and remedies provided in this Agreement, such Note and the Pledge Agreement; and

(c) exercise any or all of the rights and remedies available to a secured party under any applicable law when a debtor is in default under a security agreement.

If an Event of Default with respect to a Note has occurred and is continuing, the Subscriber shall apply the proceeds of any collection, enforcement, sale or other disposition of, or other realization upon, all or any part of the Collateral, first, to accrued interest under such Note and second, to the payment of the principal amount outstanding under such Note.

11.2 **Specific Performance.** In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Subscriber and the Company will be entitled to specific performance under this Agreement. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in this Agreement and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

12. **Release of Collateral**. The Subscriber agrees that upon the earlier of the (a) payment in full of the Note Obligations and (b) Conversion of the Notes (each of (a) and (b), a "Security Interest Termination Event"), the security interests granted herein shall automatically terminate and the parties shall take all actions set forth in the Pledge Agreement to terminate the Pledge Agreement, terminate all securities interests granted under the Pledge Agreement, and revert all Collateral to the Company. The Subscriber further agrees that upon such termination of the security interests or release of any Collateral, the Subscriber shall execute and deliver to the Malta Business Registry a statutory form T(3), duly executed in manuscript, by no later than two (2) Business Days following the date of a Security Interest Termination Event, and such other documents as the Company shall reasonably request to evidence and effect the termination of the security interests in, or the release of, such Collateral, as the case may be, including all deliverables to be provided by the Subscriber pursuant to the terms of the Pledge Agreement, it being agreed that the Subscriber shall deliver such documents no later than two (2) Business Days following the Company's request.

13. **Miscellaneous**.

13.1 **Survival of Warranties; Breach**. Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Subscriber contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and each applicable Closing.

13.2 **Limitations**.

(a) Without in any way limiting the representations and warranties set forth in this Agreement, and subject to the Registration Rights and Lock-Up Agreement, the Subscriber agrees not to make any sale, pledge or transfer ("Transfer") of all or any portion of the Securities unless and until the transferee has agreed in writing for the benefit of the Company to make the representations and warranties set out in Section 7 hereof and:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition, and such disposition is made in connection with such registration statement; or

(ii) the Subscriber has (A) notified the Company of the proposed disposition; (B) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition; and (C) if requested by the Company, furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration under the Securities Act.

(b) Notwithstanding anything to the contrary contained herein, and subject to the conditions set forth in Section 13.2(a) above, the Subscriber agrees not to Transfer any of the Notes prior to the Maturity Date.

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

13.4 **Governing Law**. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal action, suit or proceeding concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith, and hereby irrevocably waives, and agrees not to assert in any action, suit or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action, suit or proceeding is improper or is an inconvenient venue for such proceeding.

13.5 **WAIVER OF JURY TRIAL**. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

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

13.7 **Titles and Subtitles**. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

13.8 **Notices**. All notices and other communications given or made pursuant to this Agreement, the Notes or the Warrant issuable upon Conversion shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) upon personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, or (c) five business days after having been sent by an internationally recognized overnight courier. All communications shall be sent to the respective parties at the following physical or e-mail addresses (or to such other physical and e-mail address as a party may have specified by notice pursuant to this provision):

(a) if to the Company:

Procaps Group, S.A.
9 Rue de Bitbourg
L-1273 Luxembourg
Grand Duchy of Luxembourg
Attention: Jose Antonio Vieira and Melissa Angelini
E-mail: jvieira@procapsgroup.com; mangelini@procapsgroup.com

With a copy (without constituting notice) to:

Greenberg Traurig, P.A.
333 S.E. 2nd Avenue, Suite 4400
Miami, Florida 33131
Attention: Antonio Peña
Email: Antonio@gtlaw.com

(b) if to the Subscriber, to physical or e-mail address set forth on the Subscriber's signature pages hereto.

13.9 **Fees and Expenses**. Except as expressly set forth in this Agreement and the other Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

13.10 **Currency**. All references to "dollars," "U.S. dollars" or "$" in this Agreement or any other Transaction Document refer to United States dollars, which is the currency used for all purposes in this Agreement and any other Transaction Document.

13.11 **Amendments and Waivers**. Any term of this Agreement may be amended, terminated or waived only with the written consent of the Company and the Subscriber.

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

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

13.14 **Entire Agreement**. This Agreement and the other Transaction Documents constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have executed this Secured Convertible Note Subscription Agreement as of the date first written above.

COMPANY:

PROCAPS GROUP, S.A.

By: /s/ José Antonio Toledo Viera
Name: José Antonio Toledo Viera
Title: Chief Executive Officer

(Signature Page to Secured Convertible Note Subscription Agreement of Procaps Group, S.A.)

IN WITNESS WHEREOF, the parties have executed this Secured Convertible Note Subscription Agreement as of the date first written above.

SUBSCRIBER:

HOCHE PARTNERS PHARMA HOLDING S.A.

By: /s/ Diogo Magalhães
Name: Diogo Magalhães
Title: Manager

Address: 58 rue Charles Martel
L-2134 Luxembourg

E-mail:

(*Signature Page to Secured Convertible Note Subscription Agreement of Procaps Group, S.A.*)

EXHIBIT A

FORM OF SECURED CONVERTIBLE NOTE

[see attached]

EXHIBIT B

FORM OF PLEDGE AGREEMENT

[see attached]

EXHIBIT C

FORM OF WARRANT

[see attached]

EXHIBIT D

SUBSCRIPTION AND CONVERSION FORM

[see attached]

SCHEDULE 6.8

Company Subsidiaries

Subsidiary Name	Jurisdiction	Percentage Owned	
1) Procaps S.A.	Colombia	Inversiones Ganeden SAS	7.33%
		Industrias Kadima SAS	7.33%
		Inversiones Jades SAS	7.33%
		Inversiones Crynseen SAS	14.83%
		Inversiones Henia SAS	36.35%
		Allophane Holdings SL	26.82%
2) Pharmayect S.A.	Colombia	Inversiones Ganeden SAS	9.50%
		Inversiones Jades SAS	9.50%
		Industrias Kadima SAS	9.50%
		Inversiones Crynseen SAS	26.2%
		Inversiones Henia SAS	45.23%
3) C.I. Procaps S.A.	Colombia	Inversiones Ganeden SAS	9.98%
		Inversiones Jades SAS	9.98%
		Industrias Kadima SAS	9.98%
		Inversiones Crynseen SAS	22.4%
		Inversiones Henia SAS	47.64%
4) Funtrition S.A.S	Colombia	Procaps S.A.	100%
5) Crynssen Pharma S.A.S.	Colombia	Colmed LTDA.	51%
		Procaps S.A.	49%
6) Crynssen Pharma Group Ltd	Malta	Procaps Group, S.A.	100%
7) Colbras Industria e Comercio Ltda.	Brazil	Unimed Farmaceutica Holding SL	50%
		Allophane Holdings SL	50%
8) Procaps S.A de C.V. (antes Laboratorios Lopez S.A. de C.V.)	El Salvador	Procaps S.A.	99%
		Inversiones Crynseen SAS	1%
9) Biokemical S.A. de C.V.	El Salvador	Procaps S.A. de C.V.	99%
		Inversiones Henia SAS	1%
10) Diabetrics Healthcare S.A.S.	Colombia	Procaps S.A.	100%
11) Diabetrics Healthcare S.A de CV	Mexico	Allophane Holdings SL	50%
		Unimed Farmaceutica Holding SL	50%
12) Sofgen Pharmaceuticals LLC	USA	Sofgen Pharma LLC	100%
13) Colmed Ltda	Colombia	Inversiones Ganeden SAS	34%
		Industrias Kadima SAS	33%
		Inversiones Jades SAS	33%
14) Rymco Medical SAS	Colombia	Inversiones Henia SAS	100%
15) Inversiones Crynseen SAS	Colombia	Inversiones Ganeden SAS	33,33%
		Industrias Kadima SAS	33,33%
		Inversiones Jades SAS	33,33%
16) Inversiones Henia SAS	Colombia	Industrias Kadima SAS	33%
		Inversiones Ganeden SAS	34%
		Inversiones Jades SAS	33%
17) Inversiones Ganeden SAS	Colombia	Allophane Holdings SL	100%
18) Inversiones Jades SAS	Colombia	Allophane Holdings SL	100%
19) Industrias Kadima SAS	Colombia	Allophane Holdings SL	100%
20) Roddome Pharmaceutical SA	Ecuador	Allophane Holdings SL	95%
		Unimed Farmaceutica Holding SL	5%

21) Unimed del Perú SA	Peru	Crynssen Pharma Group Ltd Procaps Group, S.A.	99.67% 0.33%
22) CDI SA	Guatemala	Procaps SA Inversiones Crynseen SAS	99% 1%
23) Pharmarketing SA	Panama	Allophane Holdings SL Unimed Farmaceutica Holding SL	59.89% 40.11%
24) Pharmarketing Dominicana SRL	Dominican Republic	Unimed Farmaceutica Holding SL Allophane Holdings SL	99.90% 0.10%
25) Pharmarketing Costa Rica SA	Costa Rica	Pharmarketing SA Crynssen Pharma Group Ltd	50% 50%
26) CDI SA	Nicaragua	Procaps SA Inversiones Crynseen SAS	99% 1%
27) Allophane Holdings SL	Spain	Crynssen Pharma Group Ltd	100%
28) Unimed Farmaceutica Holding SL	Spain	Crynssen Pharma Group Ltd	100%
29) Sofgen Pharma LLC	USA	Crynssen Pharma Group Ltd	100%
30) Funtrition LLC	USA	Sofgen Pharma LLC	100%
31) Pharminter GmbH	Switzerland	Unimed Farmaceutica Holding SL	100%
32) Horslig GmbH	Switzerland	Unimed Farmaceutica Holding SL	100%
33) DBM International CV	Netherlands	Avisol Investments Hadwen International Ltd	99% 1%
34) Avisol Investments	British Virgin Islands	Hadwen International Ltd	100%
35) Union Acquisition Corp II	Cayman Islands	Crynssen Pharma Group Ltd	100%
36) Hadwen International Ltd	British Virgin Islands	Crynssen Pharma Group Ltd	100%
37) Procaps Paraguay SA	Paraguay	Allophane Holdings SL Unimed Farmaceutica Holding SL	50% 50%
38) Novagel Pharma GmbH (antes Pharminter Health Gmbh)	Switzerland	Unimed Farmaceutica Holding SL	100%

Exhibit 99.2

EXECUTION VERSION

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IS AVAILABLE.

SECURED CONVERTIBLE NOTE

$20,000,000.00 November 29, 2024 (the "Issuance Date")

For value received, PROCAPS GROUP, S.A., a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B253360 (the "Company"), promises to pay to HOCHE PARTNERS PHARMA HOLDING S.A., a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 58, rue Charles Martel, L-2134 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B206416 (the "Holder") the principal amount outstanding under this Note from time to time when due (whether upon the Maturity Date (as defined below), acceleration or otherwise), together with all accrued and unpaid interest thereon and all other fees, expenses, and amounts due hereunder pursuant to the terms contained in this Secured Convertible Note (this "Note"). This Note is one of a series of Secured Convertible Notes of like tenor which may be issued from time to time under and shall be subject to the terms and conditions of, and the Holder is entitled to the benefits of, that certain Secured Convertible Note Subscription Agreement dated November 29, 2024, between the Company and the Holder (as the same may be amended from time to time, the "Note Subscription Agreement") and the Pledge Agreement. Capitalized terms not otherwise defined herein have the meaning given them in the Note Subscription Agreement. This Note is subject to the following terms and conditions:

1. **Maturity**. Interest shall accrue on this Note while it remains outstanding and shall be due and payable alongside the outstanding principal balance upon (i) demand of the Holder at any time after June 30, 2025 (the "Maturity Date"), or (ii) the occurrence of an Event of Default (as defined below) in consequence of which the Holder elects to accelerate the maturity and payment of this Note.

2. **Interest**. Interest on this Note shall accrue daily at a rate per annum equal to 8.5% on the principal amount of this Note outstanding from time to time (including as increased by all accrued and unpaid PIK Interest (as defined below)), computed on the basis of a 365-day year and the actual number of days elapsed, and shall be payable in kind, as set forth in the immediately succeeding sentence, in arrears on the final day of each three-month period commencing on the Issuance Date (each such date, a "Payment Date"; provided, that any such period that begins on the last day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such period) shall end on the last day of the calendar month at the end of such period). All accrued and unpaid interest due on a particular Payment Date shall be paid in kind by capitalizing such interest (the "PIK Interest") and automatically adding it to (and thereby automatically increasing) the then-outstanding principal amount of the Note.

3. **Payment; Prepayment**. Except as otherwise set forth in this Note, all payments shall be made in lawful money of the United States of America at such place as the Holder hereof may from time to time designate in writing to the Company. Payment shall be credited first to the accrued interest then due and payable and the remainder shall be applied to the outstanding principal balance. The Company may not prepay this Note without the written consent of the Holder.

4. **Security**. To secure payment and performance of this Note, the Company granted a security interest in and pledge over the Collateral in accordance with the Note Subscription Agreement and the Pledge Agreement.

5. **Conversion of the Notes**. This Note and any amounts due hereunder will be convertible into Ordinary Shares and the Warrant in accordance with the terms of Section 3 of the Note Subscription Agreement.

6. **Events of Default**. The occurrence of any of the following events set forth below shall constitute an event of default (an "Event of Default") hereunder:

(a) **Principal or Interest on this Note**. The Company fails to make any payment of the principal amount or interest under this Note when due.

(b) **Failure to Pay Principal or Interest on the Second Note**. The Company fails to make any payment of the principal amount or interest under the Second Note when due.

(c) **Breach of Covenants**. Except for an Event of Default under Section 6(a) or Section 6(b) hereof, the Company fails to materially perform or observe any other term, covenant, agreement or obligation on its part to be performed or observed in this Note, the Note Subscription Agreement, the Second Note or the Pledge Agreement (collectively, the "Finance Documents"). which failure shall not have been remedied or waived within 30 days after receipt of notice thereof by the Company from the Holder.

(d) **Representations and Warranties**. The Company materially breaches any representation or warranty contained in the Note Subscription Agreement.

(e) **Validity of Finance Documents**. (i) Any Finance Document shall at any time be suspended, revoked or terminated or for any reason cease to be valid and binding or in full force and effect (other than upon expiration in accordance with the terms thereof), (ii) the performance by the Company of any obligation thereunder shall become unlawful or the Company shall so assert in writing or (iii) the validity or enforceability of any Finance Document shall be contested by the Company in writing or by any Governmental Authority.

(f) **Liens**. (i) Any Lien provided for in the Finance Documents, once perfected, shall cease to exist or cease to give the Holder a perfected security interest in the Collateral, free and clear of all other Liens (other than Liens imposed by applicable securities laws), or (ii) any Person other than the Holder shall execute or enforce, or seek to execute or enforce, any Lien (other than Liens imposed by applicable securities laws) on any portion of the Collateral; except, in each case, as expressly provided in the Finance Documents.

(g) **Judgment**. Any order, judgment or decree shall be entered against the Company decreeing the dissolution of the Company.

(h) **Suspension or Liquidation**. Suspension of the usual business activities of the Company or the liquidation of the Company's business.

(i) **Involuntary Bankruptcy**. (i) A court having jurisdiction over the Company shall enter a decree or order for relief in respect of the Company or any of its material Subsidiaries in an involuntary case under any applicable bankruptcy, insolvency or other similar law, in any jurisdiction, now or hereafter in effect, which decree or order is not stayed, or any other similar relief shall be granted under any applicable federal or state or foreign law ("Bankruptcy Law"); (ii) an involuntary case shall be commenced against the Company or any of its material subsidiaries under any Bankruptcy Law; (iii) a decree or order of a court having jurisdiction over the Company for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Company or any of its subsidiaries or over all or a substantial part of its property shall have been entered; (iv) the involuntary appointment of an interim receiver, trustee or other custodian of the Company or any of its material subsidiaries for all or a substantial part of its property shall have occurred; or (v) a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of the Company or any of its material subsidiaries, and, in the case of any event described in this clauses (ii) through (v), such event shall have continued for thirty (30) days unless dismissed, bonded or discharged.

(j) **Voluntary Bankruptcy**. (i) An order for relief shall be entered with respect to the Company or any of its material subsidiaries or the Company or any of its material subsidiaries shall commence a voluntary case under Bankruptcy Law or any applicable bankruptcy, insolvency or other similar law, in any jurisdiction, now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or (ii) the Company or any of its material subsidiaries shall make an assignment for the benefit of creditors.

(k) **Cross-Acceleration**. The Company or any of its Subsidiaries is in default in the performance of or compliance with any term of any evidence of any indebtedness in an aggregate outstanding principal amount of at least $7,500,000 (or its equivalent in the relevant currency of payment) or of any mortgage, indenture or other agreement relating thereto or any other condition exists, and as a consequence of such default or condition such indebtedness has become, or has been declared, due and payable before its stated maturity or before its regularly scheduled dates of payment.

7. **Remedies on Default**. Upon the occurrence of an Event of Default, at the option and upon the declaration of the Holder (i) the entire outstanding principal amount and accrued and unpaid interest on this Note shall, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, be forthwith due and payable (provided that if an Event of Default specified in Section 6(i) or Section 6(j) occurs, this Note shall become immediately due and payable without any declaration or other act on the part of the Holder) and (ii) the Holder may, among other things, proceed to protect and enforce its rights hereunder and under any Finance Document by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any other Finance Document, or for an injunction against a violation of any of the terms hereof or thereof or in the exercise of any power granted hereby or thereby or by law. No right conferred upon the Holder hereby or by the other Finance Documents shall be exclusive of any other right referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise.

8. **Stockholders, Officers and Directors Not Liable**. In no event shall any stockholder, officer or director of the Company be liable for any amounts due or payable pursuant to this Note.

9. **Interest Rate Limitation**. Notwithstanding anything to the contrary contained in the Finance Documents, the interest paid or agreed to be paid under the Finance Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "Maximum Rate"). If the Holder shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be refunded to the Company. In determining whether the interest contracted for, charged, or received by the Holder exceeds the Maximum Rate, the Holder may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of this Note.

10. **Action to Collect on Note**. If action is instituted to collect on this Note to the extent that is contemplated by this Note or the Note Subscription Agreement, as applicable, the Company promises to pay all of the Holder's costs and expenses, including reasonable attorney's fees, incurred in connection with or as a result of such action.

11. **Loss of Note**. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and indemnity satisfactory to the Company (in case of loss, theft or destruction) or surrender and cancellation of such Note (in the case of mutilation), the Company will make and deliver in lieu of such Note a new Note of like tenor.

12. **Transferability**. Subject to conditions set forth in Section 13.2 of the Note Subscription Agreement, this Note may be Transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, such transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal.

13. **Miscellaneous**.

(a) **Governing Law**. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each of the Company and the Holder agrees that all legal action, suit or proceeding concerning the interpretations, enforcement and defense of the transactions contemplated by this Note (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each of the Company and the Holder hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith, and hereby irrevocably waives, and agrees not to assert in any action, suit or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action, suit or proceeding is improper or is an inconvenient venue for such proceeding.

(b) **WAIVER OF JURY TRIAL**. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

(c) **Titles and Subtitles**. The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

(d) **Amendments and Waivers**. Any term of this Note may be amended, modified, or waived only with the written consent of the Company and the Holder.

(e) **Successors and Assigns**. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the Company and the Holder.

(f) **Notices**. Any notice required or permitted under this Note shall be effected in accordance with the applicable provisions of the Note Subscription Agreement.

(g) **Severability**. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Secured Convertible Note as of the date first set forth above.

COMPANY:

PROCAPS GROUP, S.A.

By: /s/ José Antonio Toledo Viera
Name: José Antonio Toledo Viera
Title: Chief Executive Officer

AGREED AND ACCEPTED:

HOLDER:

HOCHE PARTNERS PHARMA HOLDING S.A.

By: /s/ Diogo Magalhães
Name: Diogo Magalhães
Title: Manager

(Signature Page to Secured Convertible Note of Procaps Group, S.A.)

Exhibit 99.3

EXECUTION VERSION

AGREEMENT DATED

November 29, 2024

PROCAPS GROUP S.A

"Pledgor"

and

HOCHE PARTNERS PHARMA HOLDING S.A.

"Pledgee"

and

CRYNSSEN PHARMA GROUP LTD

"Company"

Share Pledge Agreement

TABLE OF CONTENTS

THIS PLEDGE OF SHARES AGREEMENT (the **"Agreement"**) is made the 29th day of November, 2024

BETWEEN

(1) **PROCAPS GROUP S.A**, a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 9 rue de Bitbourg, L-1273, Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 253360 (the "**Pledgor**");

(2) **HOCHE PARTNERS PHARMA HOLDING S.A**, a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 58, rue Charles Martel, L-2134, Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 206416 (the "**Pledgee**"); and

(3) **CRYNSSEN PHARMA GROUP LTD**, a private limited liability company registered and incorporated under the laws of Malta with company registration number C 59671 and having its registered address situated at Trident Park, Notabile Gardens, No. 2 – Level 3, Mdina Road, Zone 2, Central Business District, Birkirkara, CBD 2010, Malta (the "**Company**").

The Pledgor, the Pledgee and the Company shall hereinafter together be referred to as the "**Parties**" and each a "**Party**".

WHEREAS

A. The Company has an issued share capital of two million, nine hundred and four thousand and one hundred forty-five United States Dollars (USD$2,904,145) divided into two million, nine hundred and four thousand and one hundred forty-five (2,904,145) ordinary shares, each having a nominal value of one United States Dollar ($1), fully paid-up. The entire issued share capital of the Company is held by the Pledgor in the manner indicated in Annex 1 hereto.

B. In virtue of a secured convertible note subscription agreement dated November 29, 2024 (hereinafter referred to as the "**Convertible Note Agreement**") and entered into between: (i) the Pledgor as company; and (ii) the Pledgee as purchaser, the Pledgor agreed to issue and sell, and the Pledgee agreed to subscribe for and purchase, secured convertible notes not exceeding forty million United States Dollars (USD$40,000,000.00) on the terms and subject to the conditions of the Convertible Note Agreement.

C. One of the conditions precedent to the Initial Closing (as such term is defined in the Convertible Note Agreement) is that the Pledgor executes this Agreement and provides a pledge over the Pledged Shares (as defined below) in favour of the Pledgee.

D. The Parties are therefore entering into this Agreement so as to establish and regulate in detail the terms and conditions under which the Pledge (as defined below) shall take place and under which the release and termination of such Pledge shall be effected.

Now, therefore, the Parties agree as follows:

1. <u>Definitions and Interpretation</u>

1.1 Definitions

In addition to the capitalised expressions defined in the Recitals above and unless the context otherwise requires, words and expressions defined in the Convertible Note Agreement, shall have the same meaning when used in this Agreement and the following expressions shall have the meanings ascribed to them as set out below:

Agreement	means this agreement, including all schedules, annexes and appendices hereto;
Business Days	means any day other than: (i) a Saturday or Sunday; and, or; (ii) a day which is a bank or public holiday in Malta, the Grand Duchy of Luxembourg or in New York, NY;
Civil Code	means the Civil Code (Chapter 16 of the laws of Malta);
Companies Act	means the Companies Act (Chapter 386 of the laws of Malta);
Conversion	has the meaning assigned to such term in the Convertible Note Agreement;
Convertible Notes	means the secured convertible note dated November 29, 2024 and entered into by and between: (i) the Pledgor as the company and (ii) the Pledgee as the holder; and any other secured convertible promissory note entered into by and between: (i) the Pledgor as the company and (ii) the Pledgee as the holder, pursuant to the terms of the Convertible Note Agreement.
Convertible Note Agreement	has the meaning assigned to it in Recital B above;
Delegate	means any delegate, agent, attorney or co-trustee appointed by the Pledgee;
Encumbrance	means any privilege, hypothec, pledge, lien, charge, mortgage or other encumbrance which grants rights of preference to a creditor over the assets of the debtor;
Event of Default	has the same meaning assigned to such term in the Convertible Note Agreement;
Finance Documents	means jointly, the Convertible Note Agreement, Convertible Notes and any other document related to or referred to in the Convertible Note Agreement and designated as such by the Pledgee;
Note Obligations	has the meaning assigned to such term in the Convertible Note Agreement;
Notice of Default	means a notice (by judicial act or otherwise as required or permitted by Maltese law), served by the Pledgee to the Pledgor stating that an Event of Default has occurred and is continuing, and setting out the Event of Default;
Pledge	means the pledge over the Pledged Shares as created pursuant to this Agreement;
Pledged Shares	means the Shares and the Related Rights;
Regulations	means the Financial Collateral Arrangements Regulations, Subsidiary Legislation 459.01 of the laws of Malta, as may have been or be in the future amendment from time to time;
Related Rights	means, in relation to any Share, all present and future: (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share; (b) rights, shares, money or other assets accruing or offered by way of redemption, substitution, exchange, bonus, option, preference or otherwise in respect of that Share; (c) allotments, offers and rights accruing or offered in respect of that Share; and (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share;
Shares	means all the shares set out against the Pledgor's name in Annex 1 hereto.

1.2 Construction

In this Agreement, unless the context otherwise requires:

1.2.1 the index and headings of Clauses to this Agreement are for convenience only and shall not affect its interpretation;

1.2.2 the Pledgor, the Pledgee or any other person shall be construed so as to include its successors in title, permitted assignees and transferees;

1.2.3 words importing the singular shall include the plural and vice versa, the use of the masculine pronoun shall include the feminine, the use of the neutral pronoun shall include the masculine or the feminine as the case may be;

1.2.4 references to Clauses, Annexes and Schedules are references to clauses, annexes and schedules of this Agreement, and any reference to this Agreement includes its annexes and schedules;

1.2.5 in computation of periods of time from a specified day to a later specified day, 'from' means 'from and including' and 'until' or 'to' means 'to and including';

1.2.6 'include', 'including' and 'in particular' shall not be construed as being by way of limitation, illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

1.2.7 'losses' includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "loss" shall be construed accordingly;

1.2.8 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented, or replaced from time to time;

1.2.9 references to legislation include any statute, by-law, regulation, rule, subordinate or delegated legislation or order, and reference to any legislation is to such legislation as amended, modified or consolidated from time to time, and to any legislation replacing it or made under it;

1.2.10 the terms 'hereof', 'herein', 'hereunder' and similar words refer to this entire Agreement and not to any particular Clause, paragraph, Schedule or any other subdivision of this Agreement; and

1.2.11 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity, or implicitly, must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2. <u>Constitution of Pledge</u>

2.1 The Pledgor hereby guarantees to the Pledgee the due and punctual payment of all the Note Obligations.

2.2 The Pledgor hereby pledges to the Pledgee, who accepts, the Pledged Shares set out against its name in Annex 1, as security for the due and punctual payment, performance and discharge of the Note Obligations. In constitution of the Pledge, the Pledgor shall deliver the original share certificates relating to the Pledged Shares and the relevant executed Annexes in accordance with Section 3 hereof, to the Pledgee who accepts to hold the said Pledged Shares, certificates and executed Annexes under the terms hereof. The Parties are entering into this Agreement to regulate the said Pledge.

2.3 It is expressly agreed that the Pledge is being granted by the Pledgor to the Pledgee as security for the Note Obligations.

2.4 Upon the occurrence of an Event of Default, this Pledge confers upon the Pledgee the right to obtain payment out of the Pledged Shares (whether through sale or disposal thereof, appropriation or otherwise) with preference over other creditors as provided by the Civil Code in virtue of the special privilege accorded by law under article 2009(a) of the said Civil Code as well as the right of retention over the said Pledged Shares until such time as all the Note Obligations have been fully and irrevocably paid, performed and discharged. This Pledge is also regulated by article 122 of the Companies Act, as modified by the Regulations (to the extent applicable). The Parties hereby agree that this Agreement may constitute a 'financial collateral arrangement' for the purposes of the Regulations and that the Regulations may be applicable to this Agreement.

2.5 Nothing in this Agreement shall be construed as placing on the Pledgee, prior to the eventual disposal or appropriation of the Pledged Shares, any liability whatsoever in respect of any calls, instalments or other payments relating to any of the Pledged Shares or to any rights, shares or other securities accruing, offered or arising as aforesaid, and the Pledgor shall at all times indemnify and hold harmless the Pledgee against and from all demands made against it, payments made by it, and costs, expenses, damages, losses or other liabilities incurred or suffered by it at any time in respect of any such calls, instalments or other payments as aforesaid.

3. <u>Covenants</u>

3.1 The Pledgor covenants and agrees with the Pledgee:-

3.1.1 to warrant and to defend the right title and interest of the Pledgor and the Pledgee in and to the Pledged Shares against the claims and demands of all persons whomsoever;

3.1.2 that it will not sell, assign, transfer, pledge or encumber in any other manner any of the Pledged Shares or suffer to exist any Encumbrance on the Pledged Shares except the Pledge;

3.1.3 that it will not request the repurchase of the Pledged Shares by the Company without the prior written consent of the Pledgee;

3.1.4 that it shall within fourteen (14) days from the date of this Agreement, notify the Malta Business Registry of the Pledge by filing the statutory notice (Form T2) in the form set out in Annex 2;

3.1.5 that it will not grant in favour of any other person any interest in or any option or other rights in respect of any of the Pledged Shares;

3.1.6 to procure that the Company shall not issue or grant or resolve or agree to issue or grant any option or other right to subscribe for or acquire shares or stocks to any person other than the Pledgor (and subject always to this Pledge) and that no reduction of the Company's issued share capital is made;

3.1.7 that it will at all times remain the legal and beneficial owner of the Pledged Shares;

3.1.8 to procure that no amendment or supplement is made to the Company's memorandum or articles of association which would adversely affect the interests of the Pledgee under the Finance Documents;

3.1.9 that if the Pledgor subscribes for, be allotted or otherwise acquires any further shares in the Company at any time and from time to time after the date hereof, it shall, within fourteen (14) days upon being allotted such shares, deliver to the Pledgee an executed additional pledge agreement substantially in the form set out in Annex 5 and deliver or procure that there be delivered to the Pledgee the relevant share certificates in respect thereof, as well as a certified true copy of an extract of the register of members of the Company confirming that the Company has recorded the pledge of shares on the same terms as those in this Agreement;

3.1.10 that it shall ensure that this Pledge will be recorded in the register of members of the Company, and that any share certificates issued throughout the duration of this Agreement and any entry in the register of members of the Company on the Pledged Shares will have an annotation referring to the Pledge in the Form set out in Annex 3;

3.1.11 that it will (and will use commercially reasonable efforts to cause the Company to) obtain and maintain in full force and effect all Maltese governmental and other approvals and consents and do or cause to be done all other acts and things necessary or desirable in connection herewith or for the performance of their obligations hereunder; and

3.1.12 that it shall not take or omit to take any action which will or might impair the value of the Pledged Shares.

3.2 The Pledgor hereby undertakes to deliver to the Pledgee on the date of this Agreement each of the following:

3.2.1 a copy of the existing share certificates in respect of the Pledged Shares, duly annotated in the form set out in Annex 3, with the executed original to follow within two (2) Business Days from the date of this Agreement;

3.2.2 a copy of the undated share transfer instrument in respect of the Pledged Shares signed by the Pledgor, as transferor, in the form set out in Annex 4, with the executed original to follow within fourteen (14) days from the date of this Agreement;

3.2.3 a copy of an extract of the register of members of the Company confirming that the Company has recorded the pledge of shares in terms of the Agreement, with a certified true copy to follow within two (2) Business Days from the date of this Agreement.

4. Termination and Release of Pledge

4.1 Upon the final and full satisfaction of the Note Obligations in accordance with the provisions of the Finance Documents, or the Conversion of the Convertible Notes pursuant to Section 3 of the Convertible Note Agreement, the Pledgee shall at the request and cost of the Pledgor release all the Pledged Shares from the Pledge created by this Agreement.

4.2 Notwithstanding the provisions of Clause 4.1 above, in the event that:

4.2.1 any payment or settlement of the Note Obligations or Conversion of the Convertible Notes, pursuant to which this Agreement is terminated, is challenged and avoided in a court of law or tribunal at any time whether as a preference or otherwise; and/or

4.2.2 any payment, settlement or Conversion is reversed, revoked or declared null at any time by a court of law or tribunal,

the Pledgor shall, upon request and at no cost to the Pledgee, execute and deliver to the Pledgee all documents that may be necessary to re-instate the Pledge to the same extent and under the same terms and conditions set out in this Agreement.

4.3 On final and full performance and discharge of the Note Obligations, the Conversion of the Convertible Notes or otherwise as provided for in the Finance Documents, the Pledgee shall, at the Pledgor's cost and expense:

4.3.1 agree to terminate this Agreement and shall, within two (2) Business Days from the date of the request made by the Pledgor, release all documents held by it hereunder to the Pledgor and the annotation of the share certificates and register of members shall be cancelled and this for no consideration other than the refund of expenses incurred and fees due for carrying out its obligations hereunder and in accordance with this Agreement; and

4.3.2 on a specific request in writing made by the Pledgor, file within two (2) Business Days from the date of the request made by the Pledgor, the necessary notification (Form T3) at the Malta Business Registry in accordance with the Companies Act and give written notice of the termination of the Pledge to the Company in accordance with the Companies Act.

5. Voting, Powers, Dividends, Capital Distributions and Notices

5.1 Prior to the occurrence of an Event of Default, the rights pertaining to the Pledged Shares shall be exercised as follows:

VOTING

5.1.1 The Pledgor may continue to exercise all voting and / or consensual rights and powers pertaining to the Pledged Shares or any part thereof for all purposes.

DIVIDENDS AND OTHER PAYMENTS

5.1.2 All dividends due on the Pledged Shares, and any other distributions, proceeds or payments relating to the Pledged Shares, shall be paid to and shall be receivable by the Pledgor.

CAPITAL DISTRIBUTIONS

5.1.3 All capital distributions paid on the Pledged Shares upon the reduction of capital or redemption of any Pledged Shares shall be received by the Pledgor.

NOTICES OF MEETINGS

5.1.4 All notices of meetings required by Maltese law and / or the memorandum and articles of association of the Company need only to be sent to the Pledgor by the Company in accordance with the articles of association of the Company.

5.2 Without prejudice to the rights and remedies of the Pledgee under Clause 6, once an Event of Default has occurred and upon service of a Notice of Default by the Pledgee to the Pledgor, the Pledgee shall immediately be vested with all rights pertaining to the Pledgor under the Pledged Shares, and in particular, without prejudice to the generality of the foregoing:

5.2.1 all dividends due on the Pledged Shares shall be paid to and shall be received by the Pledgee which shall apply the same in accordance with the Finance Documents;

5.2.2 all voting and other rights and powers attaching to the Pledged Shares shall vest in the Pledgee and the Pledgee shall exercise such powers for the purposes of, and in accordance with the terms of, the Agreement or facilitating the realisation of it. The Pledgor will promptly comply with any lawful direction given by the Pledgee and/or the Delegate in relation to the exercise of voting or other rights and powers. Any such disclaimer will confer on the Pledgor the authority to direct the exercise of the disclaimed right, as if an Event of Default had not occurred;

5.2.3 all capital distributions paid on the Pledged Shares upon any reduction of capital or redemption of any Pledged Shares shall be received by the Pledgee which shall apply the same in accordance with the Finance Documents; and

5.2.4 all notices of meetings required by Maltese law and / or the Company's memorandum and articles of association shall be sent to the Pledgee which shall have the right to attend and vote at same itself.

5.3 Subject to the terms of this Agreement, upon the service of a Notice of Default by the Pledgee to the Pledgor, the Pledgor hereby irrevocably authorizes the Pledgee by way of security (who accepts and declares to have an interest in this mandate), with full power of substitution, to sign on its behalf any proxies or other documents which the Pledgee may require to enable the Pledgee to exercise such voting and other rights and powers attaching to the Pledged Shares or any part thereof.

5.4 The non-exercise or partial exercise by the Pledgee of any of its rights, powers or remedies under this Agreement, even after a Notice of Default has been served, shall not imply or operate as a waiver thereof on the part of the Pledgee and the granting of any new authorisations or permissions to the Pledgor by the Pledgee after any Event of Default has taken place shall not operate as a waiver of any right or remedy hereunder nor shall it preclude any other or further exercise thereof.

6. Remedies

6.1 If an Event of Default has occurred and is continuing, upon Notice of Default, the Pledgee may exercise in relation to any and all of the Pledged Shares all the rights and remedies possessed by it under this Agreement or the Finance Documents or granted to it by law or otherwise and in particular:

(i) complete all instruments of transfer in relation to the Pledged Shares of the Pledgor on behalf of the Pledgor in favour of itself or such other person as it shall select and otherwise have any Pledged Shares registered in its name or the name of its nominee;

(ii) apply the unappropriated cash (if any) then held by it as security hereunder in reducing or in satisfaction or discharge of the Note Obligations;

(iii) exercise all rights attached to the Pledged Shares without limitation as provided in Clause 6 hereof, including appointing proxies, calling meetings, approving or otherwise accounts, increasing or reducing capital, purchasing or selling assets, declaring dividends, undertaking or repaying loans or other indebtedness and other actions which in its sole and absolute discretion is deemed necessary to preserve the value of the Pledged Shares;

(iv) dispose of all or any part of the Pledged Shares and set-off or apply the proceeds thereof towards reducing or in satisfaction or discharge of the Note Obligations, in accordance with the provisions the Regulations (to the extent applicable), or, at the option of the Pledgee, in accordance with Article 122 of the Companies Act;

(v) appropriate and acquire all or any part of the Pledged Shares and set-off or apply their value (determined as provided hereunder in this clause) towards reducing or in satisfaction or discharge of the Note Obligations in accordance with the provisions of the Regulations (to the extent applicable) or, at the option of the Pledgee,in accordance with Article 122 of the Companies Act; and/or

(vi) apply to the Courts for the judicial auction of all or any part of the Pledged Shares in accordance with the Civil Code and, in case of this remedy under this paragraph (vi), it is hereby declared and agreed by the Parties that the Pledged Shares have and shall be deemed to have a market value for the purposes of article 1970(4) of the Civil Code, which article 1970(4) shall apply to any sale by judicial auction as aforesaid.

6.2 For the purposes of paragraphs (iv) and (v) of clause 6.1 and article 122 of the Companies Act, and to the extent that Regulations are applicable to this Pledge and to the extent that the Pledgee decides to exercise the rights and remedies set out in the Regulations, the value of the Pledged Shares for the purpose of the appropriation mentioned therein shall be the value of such shares as agreed between the relevant Pledgor and the Pledgee at any time (whether before or after the service of a Notice of Default) for the purposes of the said clause 6.1 (iv) and (v) or, failing such agreement, within five (5) Business Days from the date of the service of the Notice of Default it shall be the net asset value of the Pledged Shares obtained on the date of the Notice of Default, as determined in a commercially reasonable manner by an independent certified public accountant or a certified public accountant and auditor (the "Valuer") appointed by the Pledgee at the cost of the Pledgor. The Valuer shall be instructed to make his determination as soon as practicable (and in any event not later than thirty (30) days) after his appointment.

6.3 Any Valuer or any person entrusted with the determination of the value of the Pledged Shares in terms of Clause 6 or any court-appointed certified public accountant or certified public accountant and auditor (each an "Expert") shall, unless the Court decrees otherwise, observe the following rules in order to achieve a fair and reasonable position for the Parties:

(i) the Expert shall take into consideration any material events which have, in the view of either the Pledgee or the Pledgor, an impact on the valuation;

(ii) it is agreed that the value of the Pledged Shares shall be established on the basis of commonly used methods (as at the time of the establishment of the value);

(iii) in the event that the previous year's audited accounts have not been maintained according to law, the Pledgor agrees that the Expert is authorised to base himself on the most recent drafts and management accounts available;

(iv) in the event that such drafts and management accounts are not available, the Pledgor agrees that the Expert shall not be obliged to create accounts and audit them according to law but shall be entitled to receive evidence from the Pledgor or the Pledgee, or such other person as he deems necessary on the value of assets in the Company and to reach a reasonable conclusion as to the value of the Pledged Shares; and

(v) the non-co-operation of the Pledgor shall not hinder the Expert from making his report.

6.4 The Pledgor and the Company undertake and agree to give, produce, make available and deliver (and to procure that, and instruct, their respective officers and employees to give, produce, make available and deliver) all such documents and information which may be requested by such Expert for the purposes of the determination.

6.5 Notwithstanding anything stated above and notwithstanding any action taken by the Pledgee, to exercise its rights to sell or appropriate the Pledged Shares privately, the Pledgee shall be entitled at any time to apply to the Court for the judicial sale of the Pledged Shares and the Pledgee shall be entitled (and, insofar as it is necessary to do so, each of the Pledgor and the Company hereby irrevocably and unconditionally authorises the Pledgee by way of security, who accepts) to present as evidence to the said Expert any documents and information in its possession relating to the Company and its assets and all workings carried out in connection with the valuation of the Pledged Shares.

6.6 The Parties agree that voting rights in the Pledged Shares shall be exercised at all times to ensure that the Company observes all formalities and other time limits set by the Companies Act in relation to the accounts of the Company in order that the Pledgee's rights hereunder shall in no way be impaired, hindered or delayed.

6.7 If and to the extent that the Pledgee, opts to sell or appropriate the Pledged Shares in accordance with the remedies set out in Article 122 of the Companies Act, or in accordance with the provisions of the Regulations (to the extent applicable), the Pledgor hereby agrees that in the event that the sale or appropriation of the Pledged Shares in terms of paragraphs (iv) and (v) of clause 6.1 only makes commercial sense (in the reasonable opinion of the Pledgee) if so sold or appropriated in its entirety, then the Pledged Shares will be so sold and appropriated, notwithstanding the fact that the proceeds or value thereof will exceed the value of the Note Obligations, provided that any excess proceeds over the value of the Note Obligations recovered by the Pledgee in the case of a sale or any excess value appropriated by the Pledgee shall be released or reimbursed in favour of the Pledgor. In the event of such sale, the Pledgor hereby irrevocably appoints the Pledgee, who declares to have an interest in this mandate and accepts the same as part of its security, as its attorney (with full power of substitution) in relation to the sale of the Pledged Shares, and the Pledgor ratifies and confirms and agrees to ratify and confirm any agreement, instrument, act or thing which such attorney or substitute may execute or do in pursuance hereof.

6.8 Upon any disposal by the Pledgee of the Pledged Shares, the purchaser shall not be bound to see or enquire whether the power of sale of the Pledgee has arisen, the sale shall be deemed for all purposes hereof to be within the power of the Pledgee and the receipt of the Pledgee for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor.

6.9 The Pledgee shall be entitled, at any time and as often as the Pledgee may deem appropriate, to delegate all or any of the rights, powers, remedies and discretions vested in it under and pursuant to this Agreement in such manner, upon such terms, and to such person or persons as the Pledgee may deem appropriate.

6.10 The remedies set out in this Clause 6 are in addition to the remedies granted to the Pledgee under Maltese law and in so far as it is necessary to do so the Pledgor hereby irrevocably and unconditionally authorises the Pledgee by way of security, who accepts, to avail itself of all and any of the said remedies in protection of its rights.

7. <u>Costs, Charges and Expenses</u>

7.1 The Pledgor shall be bound from time to time forthwith on demand to pay to or reimburse the Pledgee for:

7.1.1 all reasonable costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by the Pledgee in connection with the registration of this Agreement, any other documents required in connection herewith and any amendment to or extension of, or the giving of any consent or waiver in connection with, this Agreement; and

7.1.2 all reasonable costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by the Pledgee in exercising any of its rights or powers hereunder or in suing for or seeking to recover any sums due hereunder or otherwise preserving or enforcing its rights hereunder or in defending any claims brought against it in respect of this Agreement or in terminating and releasing this pledge upon performance, satisfaction and discharge of all Note Obligations and payment of all monies hereby secured,

and, until payment of the same in full, all such costs, charges and expenses as aforesaid shall be secured by this Agreement and shall be deemed to form part of the Note Obligations for all intents and purposes of this Agreement.

8. Indemnity

8.1 The Pledgor shall at all times indemnify and hold harmless the Pledgee against and from all losses, liabilities, damages, costs and expenses incurred by it at any time in the execution or performance of the terms and conditions hereof and against all actions, proceedings, claims, demands, costs, charges and expenses which may be incurred, sustained or arise at any time in respect of the non-performance or non-observance of any of the undertakings and agreements on the part of any of the Pledgor contained herein or in any Finance Documents or in respect of any matter or thing done or omitted relating in any way whatsoever to the Pledged Shares.

9. Continuing Security

9.1 It is declared and agreed that:

9.1.1 the Pledge created by this Agreement shall to the extent allowed by Maltese law:

a) be a continuing security for the payment, satisfaction, performance and discharge of the Note Obligations and accordingly the Pledge so created shall not be satisfied by any intermediate payment or satisfaction of any part of the Note Obligations;

b) be in addition to and shall not in any way prejudice or affect any other security or other encumbrance now or hereafter held by the Pledgee or any right or remedy of the Pledgee thereunder, and shall not be in any way prejudiced or affected thereby, or by the invalidity or unenforceability thereof, or by the Pledgee releasing, modifying or refraining from perfecting or enforcing any of the same or granting time or indulgence or compounding with any person liable;

c) not be discharged, impaired, prejudiced or otherwise affected by any amendment, modification, variation, supplement, novation, restatement or replacement of all or any part of the Finance Documents;

d) not be discharged, impaired, prejudiced or otherwise affected by any other act, fact, matter, event, circumstance, omission or thing (including, without limitation, the invalidity, unenforceability or illegality of any of the Note Obligations or the bankruptcy, liquidation, winding-up, insolvency, dissolution, administration, reorganization or amalgamation of, or other analogous event of or with respect to the Pledgor (or any other person)) which, but for this provision, might operate to discharge, impair, prejudice or otherwise affect the rights of the Pledgee under this Agreement or under the Finance Documents or which, but for this provision, might constitute a legal or equitable discharge of the security hereby created; and

9.1.2 all the rights and powers vested in the Pledgee by this Agreement may be exercised from time to time and as often as the Pledgee may deem expedient, in accordance with the terms of this Agreement.

9.2 No failure or delay on the part of the Pledgee to exercise any right, power or remedy under this Agreement, or the Finance Documents shall operate as a waiver thereof, nor shall any single or partial exercise by the Pledgee of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy, nor shall the giving by the Pledgee of any consent to any act which by the terms of this Agreement or any Finance Document requires such consent prejudice the right of the Pledgee to withhold or give consent to the doing of any other similar act. The remedies provided in this Agreement and the Finance Documents are cumulative and are not exclusive of any remedies provided by law.

9.3 Any settlement or discharge between the Pledgee and the Pledgor and/or any other person shall be conditional upon no security or payment to the Pledgee being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation, winding-up, insolvency, dissolution, administration, reorganization, amalgamation or other analogous event or proceedings for the time being in force.

10. Application of Proceeds

10.1 All payments and proceeds arising in relation to the Pledged Shares received by the Pledgee by way of dividends, capital distributions or otherwise as well as the proceeds of any sale or appropriation of all or any part of the Pledged Shares and received or applied by the Pledgee under this shall be applied in the order specified in the Finance Documents.

11. Events of Default

11.1 An Event of Default shall *ipso facto* occur under this Agreement, without the need of any authorization and/or confirmation from a competent court, upon the occurrence of an Event of Default under the Finance Documents.

12. Irregularities in Other Security, Incapacity and Indemnity

12.1 This Agreement shall not be extinguished, discharged or otherwise effected by the total or partial invalidity or unenforceability or any irregularity or defect in any security (whether by way of mortgage, hypothec, pledge, guarantee, indemnity or otherwise) the Pledgee may now or at any time hold in respect of all or any of the Note Obligations. The Pledgor hereby agrees to promptly indemnify the Pledgee against any cost, loss or liability incurred by it as a result of:

12.1.1 the taking, holding, protection or enforcement of the Pledge;

12.1.2 the exercise of any of the rights, powers, discretions and remedies vested in the Pledgee by this Agreement or by law;

12.1.3 any default by the Pledgor in the performance of any obligations expressed to be assumed by it in this Agreement; and

12.1.4 any litigation, arbitration or administrative proceedings concerning the Pledge.

13. Further Assurances

13.1 The Pledgor agrees and undertakes that at any time and from time to time upon the written request of the Pledgee, it will promptly and duly at its own cost and expense take whatever action the Pledgee may deem necessary (acting reasonably) for obtaining the full benefit of this Agreement and of the rights and powers herein granted, including:

13.1.1 for creating, perfecting or protecting the security created hereunder;

13.1.2 facilitating the realisation of the Pledge; and

13.1.3 facilitating the exercise of any right, power or discretion exercisable by the Pledgee in respect of the Pledge.

13.2 Actions that the Pledgor may be required to take pursuant to Clause 13.1 shall include:

13.2.1 the re-execution of this Agreement and/or execution and delivery to the Pledgee of any and all such further agreements, instruments and documents;

13.2.2 the giving of any notice, order or direction and the making of any filing or registration; and/or

13.2.3 any other acts and things (including, without limitation, making and pursuing applications for any tax refunds, credits or other benefits which may be granted or claimed in terms of relevant law in respect of or in connection with any dividends or distributions);

which, in any such case, the Pledgee may think expedient to give effect to or perfect the security intended to be created hereby, and to afford the Pledgee the full benefit of such security and of this Agreement and of the rights and powers herein granted, in any territories of the world.

14. Notification to, and Acknowledge of Pledge by, the Company

14.1 In accordance with the requirements of Article 122(2) of the Companies Act, the Pledgor hereby notifies the Company of the Pledge constituted by this Agreement, and hereby requests the Company to register such pledge in the Company's register of members and on any share certificates which the Company may issue throughout the duration of this Pledge. The Pledgor hereby informs the Company that it has agreed to pledge any future shares subscribed by it in the Company.

14.2 The Company appears on and signs this Agreement *inter alia* in order to, and does hereby through the execution by it of this Agreement, acknowledge receipt without reservation of the notice of Pledge effected by the Pledgor to it by means of clause 14.1 hereof.

14.3 The acknowledgement referred to in Clause 14.2 above is granted by the Company for the benefit of the Pledgor and the Pledgee.

14.4 By signing this Agreement, the Company also:

14.4.1 confirms that it shall make a note of the Pledge in its register of members and undertakes to provide a certified true copy of same to the Pledgee in accordance with the terms of this Agreement;

14.4.2 binds itself for the benefit of the Pledgee to act in accordance with the terms of the Pledge;

14.4.3 represents that it has not been served with notice of the issuance of a precautionary or executive warrant of seizure by the Courts in Malta in relation to any or all of the Pledged Shares; and

14.4.4 acknowledges that the annotated share certificates in respect of the Pledged Shares have been delivered to the Pledgee upon execution hereof.

15. Successors in Title and Changes to the Parties

15.1 This Agreement and the security hereby created shall bind and ensure for the benefit of each of the Parties hereto and its successors and permitted assigns. Any request, notice, direction, consent, waiver or other instrument or action by any Party shall bind the successors of that Party.

15.2 The Pledgor may not assign, transfer, novate, delegate or dispose of any of, or any interest in, its rights and/or obligations under this Agreement without the prior written consent of the Pledgee.

15.3 The Pledgee may assign or transfer or dispose of any of its rights and/or obligations under this Agreement.

16. Severance and Modification of Clauses

16.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement, or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

16.2 If any one or more of the provisions are alone or together deemed to be illegal, invalid or unenforceable, the Parties shall negotiate in good faith to modify any such provisions so that to the extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provisions.

17. Amendments

17.1 No amendments may be made to this Agreement unless they are in writing and signed by the Parties.

18. Survival of Obligations

18.1 Notwithstanding anything contained herein to the contrary, the provisions which are expressed to survive expiry or termination, or which are impliedly expected to do so, shall survive expiry or termination of the Agreement for any reason whatsoever and shall continue in full force and effect thereafter.

19. Notices

19.1 All notices and communications made or delivered by one Party to another under or in connection with this agreement shall be in writing and may be sent by registered mail or email. Where notice is sent by registered mail, it shall be deemed to have been served when it has been left at the relevant address or four (4) Business Days following the date on which it was posted. Where a notice is sent by email, such notice shall be deemed to have been served on the day of transmission of the email.

19.2 In providing such service it shall be sufficient to prove that the notice was addressed properly and posted or transmitted in accordance with the notice details provided in clause 19.3.

19.3 For the purposes of this Agreement, the proper addresses (including electronic mail addresses) of the Parties are:

To the Pledgor

Name: PROCAPS GROUP, S.A.
Attention: Jose Antonio Vieira and Melissa Angelini
Address: 9 Rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg
Email: jvieira@procapsgroup.com; mangelini@procapsgroup.com

With a copy (without constituting notice) to:

Name: Greenberg Traurig, P.A.
Attention: Antonio Peña
Address: 333 S.E. 2nd Avenue, Suite 4400, Miami, Florida 33131
Email: Antonio@gtlaw.com

To the Pledgee

Name: HOCHE PARTNERS PHARMA HOLDING S.A
Attention: Peter Egan, Director
Address: 58, rue Charles Martel, L-2134 Luxembourg, Luxembourg, Grand Duchy of Luxembourg
Email: peter.egan@stonehagefleming.com

To the Company

Name: CRYNSSEN PHARMA GROUP LTD c/o PROCAPS GROUP, S.A.
Attention: Jose Antonio Vieira and Melissa Angelini
Address: 9 Rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg
Email: jvieira@procapsgroup.com; mangelini@procapsgroup.com

20. Governing Law and Jurisdiction

20.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of this Agreement shall be governed by and construed in accordance with Maltese law.

20.2 For the benefit of the Pledgee, the Pledgor and the Company agree that the Courts of Malta have exclusive jurisdiction to settle any disputes in connection herewith and accordingly submit to the jurisdiction of such Courts. The Pledgor and the Company waive any objection to the Maltese Courts on grounds of inconvenient forum or otherwise as regards proceedings in connection herewith and agree that a judgement or order of such a Court shall be conclusive and binding on them and may be enforced against them in the Courts of any other jurisdiction.

20.3 Nothing in this Agreement limits the right of the Pledgee to bring proceedings against the Pledgor and/or the Company in any other Court of competent jurisdiction or concurrently in more than one jurisdiction.

21. Counterparts

21.1 This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts (including fax copies) were on a single copy of this Agreement.

IN WITNESS whereof the Parties have caused this Agreement to be duly executed as of the day and year first written above.

EXECUTION PAGE

THE PLEDGOR

/s/ José Antonio Toledo Viera
Name: José Antonio Toledo Viera
Duly authorised
For and on behalf of
PROCAPS GROUP S.A.

EXECUTION PAGE

THE PLEDGEE

/s/ Diogo Magalhães

Name: Diogo Magalhães
Duly authorised
For and on behalf of
HOCHE PARTNERS PHARMA HOLDING S.A.

EXECUTION PAGE

THE COMPANY

/s/ José Antonio Toledo Viera

Name: José Antonio Toledo Viera
Duly authorised
For and on behalf of
CRYNSSEN PHARMA GROUP LTD (C 59671)

ANNEX 1

CRYNSSEN PHARMA GROUP LTD (C 59671)	
Shareholder	**Number and Description of Shares**
PROCAPS GROUP, S.A, a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 9 rue de Bitbourg, L-1273, Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 253360.	Two million, nine hundred and four thousand and one hundred forty-five (2,904,145) Ordinary shares, each having a nominal value of one United States Dollar ($1), fully paid-up.

Annex 2

Form T (2)

No. of Company: **C 59671**

COMPANIES ACT, 1995

Notice of a pledge of securities

Pursuant to Section 122 (2)

Name of Company: **CRYNSSEN PHARMA GROUP LTD**

Delivered by: **Director**

To the ***Registrar of Companies:***

I hereby give notice in accordance with Section 122 (2) of the Companies Act, 1995 that with effect from ....., the under mentioned securities have been pledged as follows:

Pledgor (Name and Address)	Pledgee (Name and Address)	Securities		
		Number	Type	Nominal Value
PROCAPS GROUP S.A. Company registration (R.C.S.) number: **B 253360** 9 rue de Bitbourg, L-1273, Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg.	**HOCHE PARTNERS PHARMA HOLDING S.A.** Company registration (R.C.S.) number: **B 206416** 58, rue Charles Martel, L-2134, Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg.	2,904,145	Ordinary	USD$1

Signature .....
Name: [-]
Duly authorised
for and on behalf of
Pledgor

Dated this ..... day of ..... of the year .....

ANNEX 3

ANNOTATION TO PLEDGE IN THE SHARE CERTIFICATES

"These shares have been pledged in favour of HOCHE PARTNERS PHARMA HOLDING S.A., pursuant to a Pledge of Shares Agreement dated ……., as may be amended, restated or supplemented from time to time."

ANNEX 4

This the …….. day of ……, 20…

By virtue of this private instrument, **PROCAPS GROUP S.A**, a public limited liability (*société anonyme*) company incorporated and existing under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 253360 and having its registered office situated at …… (hereinafter referred to as the "**Transferor**") sells and transfers to ……. (hereinafter referred to as the "**Transferee**") which accepts and purchases and acquires …… Ordinary Shares of ……each in **CRYNSSEN PHARMA GROUP LTD,** a private limited liability company registered and incorporated under the laws of Malta with company registration number C 59671 and having its registered address situated at …… for the price of ……., for which price the Transferor hereby tenders due receipt.

Signed:

Name:
Duly authorised
For and on behalf of
PROCAPS GROUP S.A.
TRANSFEROR

Name:
Duly authorised
For and on behalf of
TRANSFEREE

ANNEX 5

ADDITIONAL PLEDGE

ADDITIONAL SHARE PLEDGE AGREEMENT (the "**Additional Pledge**") entered into this ……, 20….. between:

1. **PROCAPS GROUP, S.A.**, a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 9 rue de Bitbourg, L-1273, Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 253360 (the "**Pledgor**");

2. **HOCHE PARTNERS PHARMA HOLDING S.A** a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 58, rue Charles Martel, L-2134, Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 206416 (the "**Pledgee**"); and

3. **CRYNSSEN PHARMA GROUP LTD**, a private limited liability company registered and incorporated under the laws of Malta with company registration number C 59671 and having its registered address situated at Trident Park, Notabile Gardens, No. 2 – Level 3, Mdina Road, Zone 2, Central Business District, Birkirkara, CBD 2010, Malta (the "**Company**").

The Pledgor, the Pledgee and the Company shall hereinafter together be referred to as the "**Parties**" and each a "**Party**".

WHEREBY:

1. The Pledgor hereby pledges to the Pledgee, which accepts, the following additional shares in the Company:

   ……
   (the "**Additional Pledged Shares**")

   as security for the due and punctual payment and performance of the Note Obligations as defined in the pledge of shares agreement between the Parties hereto dated …… (hereinafter the "**Pledge of Shares Agreement**").

2. In constitution of the said pledge the Pledgor is contemporaneously delivering documents evidencing the registration of the Additional Pledged Shares in the name of the Pledgor and the relevant executed Annexes as set out in the Pledge of Shares Agreement. It is agreed that the statutory notice in the form set out in Annex 2 to the Pledge of Shares Agreement will be delivered by the Pledgor or the Pledgee to the Malta Business Registry.

3. This Additional Pledge is a transaction contemplated by and subject to all the terms and conditions of the Pledge of Shares Agreement and it is being specifically agreed that the Pledge of Shares Agreement is being incorporated *in toto*, including the recitals thereto, into this Additional Pledge and shall apply to and form an integral part of this Additional Pledge. Provided that any reference to Pledged Shares in the Pledge of Shares Agreement shall, unless the context otherwise requires, be deemed to refer to Additional Pledged Shares. The Pledgee shall enjoy all the rights, discretions, privileges and powers granted to it in the Pledge of Shares Agreement in relation to the Additional Pledged Shares.

4. The Company is a party to this Additional Pledge for notification and acknowledgement purposes as required in terms of Article 122(2) of the Companies Act.

5. This Additional Pledge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Malta.

IN WITNESS whereof the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

The Pledgor

Name:
Duly authorised
for and on behalf of
PROCAPS GROUP S.A.

The Pledgee

Name:
Duly authorised
For and on behalf of
HOCHE PARTNERS PHARMA HOLDING S.A

The Company

Name:
Duly authorised
For and on behalf of
CRYNSSEN PHARMA GROUP LTD (C 59671)

Exhibit 99.4

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

FORM OF ORDINARY SHARE PURCHASE WARRANT

PROCAPS GROUP, S.A.

Warrant Amount: $[●] Issue Date: [●],[●]

THIS ORDINARY SHARE PURCHASE WARRANT (the "Warrant") certifies that, for value received, Hoche Partners Pharma Holding S.A., a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 58, rue Charles Martel, L-2134 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B206416, or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date of issuance of this Warrant (the "Initial Exercise Date") and on or prior to 5:00 p.m. (New York City time) on the tenth (10th) anniversary of the Initial Exercise Date (the "Termination Date") but not thereafter, to subscribe for and purchase from Procaps Group, S.A., a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B253360 (the "Company"), up to the number of Ordinary Shares equal to the quotient obtained by dividing the Warrant Amount by the Exercise Price, as defined in Section 2.2 (the "Warrant Shares"). The purchase price of one Ordinary Share under this Warrant shall be equal to the Exercise Price. The Warrant is being issued pursuant to that certain Secured Convertible Note Subscription Agreement, dated November 29, 2024, between the Company and the Holder (as amended and/or restated from time to time, the "Note Subscription Agreement") and is conditioned upon the conversion of the convertible secured promissory notes issued to the Holder pursuant to the terms of the Note Subscription Agreement.

1. Definitions. In addition to the terms defined above (or elsewhere in this Warrant), the following terms used in this Warrant shall be construed to have the meanings set forth or referenced below:

"Assignment Form" means the Assignment Form, in form and substance attached hereto as Exhibit A.

"Business Day" means any day except a Saturday, Sunday or any other day on which commercial banks in the Grand Duchy of Luxembourg or in New York, NY, or the principal Trading Market, are authorized by law to close.

"Nasdaq" means The Nasdaq Stock Market LLC.

"Ordinary Shares" means the ordinary shares of the Company, each having a nominal value of $0.01 per share.

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

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

"Trading Market" means any of the following markets or exchanges on which the Ordinary Shares are listed or quoted for trading on the date in question: the Nasdaq Capital Market, the Nasdaq Global Market or the Nasdaq Global Select Market (or any successors to any of the foregoing).

"Triggering Event" means: (a) the Company is finally delisted from Nasdaq or (b) the trading of the Ordinary Shares on Nasdaq is suspended (even if temporarily for any period of time and later reinstated), in each case of (a) and (b), exclusively as a result of either:

(i) the Company's failure to file its Annual Report on Form 20-F for the year ended December 31, 2023, as stated on the notice received by the Company on November 13, 2024 from the Listing Qualifications Department of Nasdaq, within any extended time period granted by the Nasdaq Hearings Panel; or

(ii) the Company being in violation of any applicable Nasdaq Listing Rule and receiving any delinquency notice from Nasdaq on or prior to February 28, 2025.

For the avoidance of doubt, a Triggering Event shall not include or be deemed to occur in connection with any temporary trading halt that may be imposed by Nasdaq as a result of a major news announcement or stock price fluctuations, imbalance of buy and sell orders, or any stock price circuit breakers.

"Warrant Amount" means, at any date of determination, $[Ÿ] *minus* the aggregate Exercise Price of all Warrant Shares subscribed for and issued to the Holder as of immediately prior to such date of determination.

2. Exercise.

2.1 Exercise of Warrant. Exercise of the subscription rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed Notice of Exercise in the form attached hereto as Exhibit B (the "Notice of Exercise"). Within five (5) Business Days following delivery of the Notice of Exercise, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer of immediately available funds or good certified check in lawful money of the United States. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has subscribed for and purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Business Days following the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in subscriptions and purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of reducing from the original Warrant Amount, an amount equal to the aggregate Exercise Price of all Warrant Shares subscribed for and issued pursuant to all partial exercises under this Warrant. The Holder and the Company shall maintain records showing the number of Warrant Shares subscribed for and purchased, the aggregate Exercise Price of such Warrant Shares and the date of such subscriptions and purchases. The Company shall deliver any objection to any Notice of Exercise within three (3) Business Days of receipt of a Notice of Exercise. In the event any Triggering Event occurs following delivery of a Notice of Exercise but prior to the consummation of the subscription and issuance of the Warrant Shares specified in such Notice of Exercise, such Notice of Exercise shall be deemed to be rescinded, and of no further force and effect, and the Holder shall be deemed to not have exercised its subscription rights with respect to the Warrant Shares specified in such Notice of Exercise. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the subscription and purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for subscription and purchase hereunder at any given time may be less than the amount stated on the face hereof.**

2.2 Exercise Price. The exercise price per Ordinary Share under this Warrant shall be $0.75; provided, that, in the event that a Triggering Event occurs, the exercise price per Ordinary Share under this Warrant shall be $0.50 (the "Exercise Price").

2.3 Mechanics of Exercise.

(a) Delivery of Warrant Shares Upon Exercise. The Company shall issue the number of Warrant Shares subscribed for and purchased hereunder to the Holder, and shall deliver, or caused to be delivered, to the Holder a copy of the records of the Transfer Agent, showing the Purchaser as the owner of the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address or email address specified in such Notice of Exercise by the date that is two (2) Business Days after delivery of the aggregate Exercise Price to the Company (such date, the "Warrant Share Delivery Date"). The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable (the "Transfer Agent").

(b) Adjustment to Warrant Shares Upon Triggering Event. If a Triggering Event occurs after the date any Warrant Shares have been subscribed for and issued to the Holder, the Company shall issue to the Holder an additional number of Warrant Shares equal to the difference between: (A) the aggregate Exercise Price of all Warrant Shares subscribed for and issued to the Holder as of immediately prior to the occurrence of such Triggering Event, divided by $0.50, and (B) the total number of Warrant Shares subscribed for by the Holder and issued by the Company under this Warrant as of immediately prior to the occurrence of such Triggering Event.

(c) No Fractional Shares or Scrip. No fractional Warrant Shares shall be issued upon any exercise of this Warrant. As to any fraction of a Warrant Share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall round down to the number of Warrant Shares to be issued to the Holder to the next whole share and the aggregate Exercise Price for all such Warrant Shares shall be reduced by an amount equal to such fraction of a Warrant Share, multiplied by the Exercise Price.

(d) Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that, in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form duly executed by the Holder, and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

(e) Closing of Books. The Company will not close its shareholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

3. Certain Adjustments.

3.1 Share Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a share dividend or otherwise makes a distribution or distributions on Ordinary Shares or any other equity or equity equivalent securities payable in Ordinary Shares (which, for avoidance of doubt, shall not include any Ordinary Shares issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Ordinary Shares into a larger number of shares, (iii) combines (including by way of reverse share split) outstanding Ordinary Shares into a smaller number of shares, or (iv) issues by reclassification of shares of the Ordinary Shares into any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Ordinary Shares (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Ordinary Shares outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3.1 shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

3.2 Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person (excluding a merger effected solely to change the Company's name or domicile), (ii) the Company (and all of its subsidiaries, taken as a whole), directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Ordinary Shares are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Ordinary Shares, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Ordinary Shares or any compulsory share exchange pursuant to which the Ordinary Shares are effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, spin-off, merger or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding Ordinary Shares (not including any Ordinary Shares held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, this Warrant (to the extent not fully exercised for Warrant Shares) shall remain outstanding, and upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder, the number of Ordinary Shares of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of Ordinary Shares for which this Warrant is exercisable immediately prior to such Fundamental Transaction. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Ordinary Share in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Ordinary Shares are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3.2 pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the Ordinary Shares acquirable and receivable upon exercise of this Warrant prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the Ordinary Shares pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in the form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. Notwithstanding anything to the contrary contained herein, the Holder shall have the right to exercise this Warrant prior to the consummation of any Fundamental Transaction, or any other corporate event or other transaction contemplated by this Section 3.2, instead of giving effect to the provisions of this Section 3.2.

3.3 Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Ordinary Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Ordinary Shares (excluding treasury shares, if any) issued and outstanding.

3.4 Notice to Holder.

(a) Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant this Section 3, the Company shall promptly deliver written notice to the Holder setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

(b) Notice to Allow Exercise by Holder. If (i) the Company shall declare a dividend (or any other distribution in whatever form) on the Ordinary Shares, (ii) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Ordinary Shares, (iii) the Company shall authorize the granting to all holders of the Ordinary Shares rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (iv) the approval of any shareholders of the Company shall be required in connection with any reclassification of the Ordinary Shares, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of its assets, or any compulsory share exchange whereby the Ordinary Shares is converted into other securities, cash or property, or (v) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the Warrant Register (as defined below) of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Ordinary Shares of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Ordinary Shares of record shall be entitled to exchange their Ordinary Shares for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

4. Transfer of Warrant.

4.1 Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4.4 hereof, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with an Assignment Form duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon assignment of all or any portion of this Warrant, the Holder shall physically surrender this Warrant to the Company within three (3) Business Days of the date on which the Holder delivers an Assignment Form to the Company assigning this Warrant. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such Assignment Form, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the subscription and purchase of Warrant Shares without having a new Warrant issued.

4.2 New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4.1, as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the original Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

4.3 Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

4.4 Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder provide an opinion of counsel selected by the Holder and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration under the Securities Act.

4.5 Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

5. Miscellaneous.

5.1 No Rights as Shareholder Until Exercise; No Cashless Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2. The Holder acknowledges and agrees that no "cashless exercise" shall be permitted pursuant to the terms hereof and, without limiting any rights of a Holder to receive cash payments pursuant to Section 2.4(d) herein, in no event shall the Company be required to net cash settle an exercise of this Warrant.

5.2 Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

5.3 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.4 Authorized Shares. The Company covenants that, during the period commencing on the Initial Exercise Date and ending on the Termination Date, it will reserve from its authorized and unissued Ordinary Shares a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Ordinary Shares may be listed, if any. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue or any restrictions imposed by applicable securities laws).

5.5 Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Note Subscription Agreement.

5.6 Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by state and federal securities laws.

5.7 Nonwaiver. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies.

5.8 Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Note Subscription Agreement.

5.9 Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages may not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees not to assert the defense in any action for specific performance that a remedy at law would be adequate.

5.10 Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder.

5.11 Amendment. This Warrant may be modified or amended or the provisions hereof waived only with the written consent of the Company and the Holder.

5.12 Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

5.13 Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

5.14 Execution. This Warrant may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute the same instrument. This Warrant may be executed and delivered by facsimile transmission or by e-mail delivery of a ".pdf" or similar format data file, in which case such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" or similar format signature page were an original thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

Procaps Group, S.A.

By: _____
Name: _____
Title: _____

(*Signature Page to Warrant*)

EXHIBIT A

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____ __, _____

Holder's Signature: _____

Holder's Address: _____

EXHIBIT B

NOTICE OF EXERCISE

TO: PROCAPS GROUP, S.A.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant, and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

☐ a wire transfer in lawful money of the United States; or

☐ a good certified check in lawful money of the United States.

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following DWAC Account Number:

_____

_____

_____

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____
Signature of Authorized Signatory of Investing Entity: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Date: _____

Exhibit 99.5

Procaps Group Announces Financing, Shareholders Agreement and Board Updates

MIAMI, USA & BARRANQUILLA, Colombia – December 3, 2024 – Procaps Group, S.A. (NASDAQ: PROC) ("Procaps" or the "Company"), a leading integrated LatAm healthcare and pharmaceutical services company, today announced the successful execution of key strategic transactions and governance updates aimed at strengthening its financial position and supporting long-term growth objectives.

On November 29, 2024, the Company entered into a Secured Convertible Note Subscription Agreement with Hoche Partners Pharma Holdings S.A. ("Hoche"), pursuant to which the Company may issue up to $40 million in Convertible Notes. Under the agreement, Procaps issued an initial $20 million Convertible Note to Hoche. Hoche is obligated to purchase an additional $20 million of Convertible Notes by year-end, subject to certain exceptions.

The Convertible Notes bear an annual interest rate of 8.50%, payable in kind, and are secured by a first-priority security interest in the equity of the Company's subsidiary, Crynssen Pharma Group Ltd.

The Company's key stakeholders, including Hoche and Caoton Company, S.A., acting as trustee to the Sognatore Trust, ("Sognatore"), Commonwealth Trust Company, acting as trustee to the Simphony Trust ("Simphony") and Commonwealth Trust Company, acting as trustee of the Deseja Trust (together with Sognatore and Simphony, the "Minski Trusts"), have also reached an agreement to support changes to the Company's Board of Directors. Under a newly established Shareholder Nomination Agreement between such shareholder groups, Procaps expects to welcome four new directors following the Company's upcoming Annual General Meeting on December 16, 2024. Additionally, Mr. Alejandro Weinstein is expected to assume the role of Chairman of the Board, leveraging his extensive industry expertise to guide the Company's strategic initiatives and enhance shareholder value.

Procaps has also renegotiated key debt-related agreements, resulting in the cancellation of a $5 million junior unsecured subordinated note and a $2.2 million reduction in accounts payable, further supporting the Company's financial foundation.

As previously announced, the Company, Procaps S.A., and certain of their respective subsidiaries (collectively with the Company and Procaps S.A., the "Obligors") had entered into forbearance agreements with respect to approximately $209 million of the Obligors' financial indebtedness. Each agreement originally provided for a forbearance period expiring on October 25, 2024. As of the date hereof, the forbearance period under each of the forbearance agreements has been extended to January 31, 2025, reflecting the ongoing collaborative efforts between the Company and its creditors to support financial stability and operational continuity.

"These transactions underscore the unwavering commitment of our key shareholders to support Procaps' growth and operational recovery. These strategic initiatives highlight our focused efforts to optimize our capital structure, enhance corporate governance, and deliver sustainable value for our shareholders," said José Antonio Toledo Vieira, Chief Executive Officer of Procaps.

These developments reinforce Procaps' commitment to achieving its strategic priorities, enhancing its liquidity and financial stability, delivering innovative healthcare solutions, and positioning itself as a trusted partner in the global pharmaceutical landscape.

About Procaps Group

Procaps Group, S.A. ("Procaps") (NASDAQ: PROC) is a leading developer of pharmaceutical and nutraceutical solutions, medicines, and hospital supplies that reach more than 50 countries in all five continents. Procaps has a direct presence in 13 countries in the Americas and nearly 5,000 employees working under a sustainable model. Procaps develops, manufactures, and markets over-the-counter (OTC) pharmaceutical products, prescription pharmaceutical drugs (Rx), nutritional supplements, and high-potency clinical solutions.

For more information, visit www.procapsgroup.com or Procaps' investor relations website investor.procapsgroup.com.

Investor Contact:

Melissa Angelini
ir@procapsgroup.com
investor.procapsgroup.com

Forward-Looking Statements

This press release includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements may be identified by the use of words such as "forecast," "intend," "seek," "target," "anticipate," "believe," "expect," "estimate," "plan," "outlook," "goal," "objective," "will," "may," "should," "can," "project" and other similar expressions that predict or indicate future events, objectives, results or trends or that are not statements of historical matters. Such forward-looking statements include, without limitation, projected financial information, the Company's expectations about the timing of completion of the independent investigation, financial restatement and filing of the 2023 20-F, the Company's statements regarding seeking additional financing, statements related to the Company's plans, outlook and strategy, other Company initiatives and objectives or forecasts related to the Company's business, performance and industry. These forward-looking statements involve substantial risks and uncertainties, or assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements, and actual results could vary materially from these forward-looking statements. Factors that may cause future results to differ materially from management's current expectations include, among other things, the discovery of additional information relevant to the investigation; the conclusions of management (and the timing of the conclusions) concerning matters relating to the investigation; the timing of the review by, and the conclusions of, the Company's independent registered public accounting firm regarding the internal investigation and the Company's financial statements; the possibility that additional errors may be identified; the risk that the completion and filing of the 2023 20-F will take longer than expected; the inability to successfully implement or execute on the Company's strategic objectives or initiatives, including governance and compliance enhancements; the inability to obtain additional financing; the inability to successfully implement or execute on our restructuring plans; changes in applicable laws or regulations; the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors; the inability of the Company to execute on its expense reductions plans or growth initiatives; and other risks and uncertainties indicated from time to time in documents filed or to be filed with the Securities and Exchange Commission ("SEC") by the Company. The Company disclaims any obligation to update information contained in these forward-looking statements whether as a result of new information, future events, or otherwise.