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

FORM 8-K/A
(Amendment No. 1)

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 2, 2021

UNION ACQUISITION CORP. II

(Exact name of registrant as specified in its charter)

Cayman Islands	001-39089	N/A
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1425 Brickell Ave., #57B Miami, FL	33131
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (212) 981-0630

Not Applicable
(Former name or former address, if changed since last report)

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

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Title of each class	Trading Symbol	Name of each exchange on which registered
Units, each consisting of one ordinary share and one redeemable warrant to acquire one ordinary share	LATNU	The Nasdaq Stock Market LLC
Ordinary Shares, par value $0.0001 per share	LATN	The Nasdaq Stock Market LLC
Redeemable warrants, exercisable for ordinary shares at an exercise price of $11.50 per share	LATNW	The Nasdaq Stock Market LLC

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

Emerging growth company ☒

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

Explanatory Note

This Amendment amends the Current Report on Form 8-K of Union Acquisition Corp. II, filed with the Securities and Exchange Commission (the "SEC") on March 31, 2021 (the "March 31 Current Report"), in which Union Acquisition Corp. II reported among other events, the execution of the Business Combination Agreement (as defined below). This Amendment is being filed to describe the material terms of the Business Combination Agreement (as defined herein) and related agreements, which are filed as exhibits herewith.

Item 1.01 Entry into a Material Definitive Agreement.

Business Combination Agreement

On March 31, 2021, Union Acquisition Corp. II (the "Registrant" or "SPAC"), Crynssen Pharma Group Limited, a private limited liability company registered and incorporated under the laws of Malta (the "Company"), Procaps Group, S.A., a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg ("Holdco") and OZLEM Limited, an exempted company incorporated under the laws of the Cayman Islands ("Merger Sub") entered into a Business Combination Agreement (the "Business Combination Agreement").

The Business Combination

Pursuant to the Business Combination Agreement, (i) Merger Sub will merge with and into SPAC, with SPAC surviving such merger and becoming a direct wholly-owned subsidiary of Holdco (the "Merger") and, in the context of the Merger, (a) all ordinary shares of SPAC, par value $0.0001 per share ("SPAC Ordinary Shares") outstanding will be exchanged with Holdco for the right to receive ordinary shares of Holdco, nominal value $0.01 per share ("Holdco Ordinary Shares") pursuant to a share capital increase of Holdco, (b) the SPAC Warrants will become warrants of Holdco ("Holdco Warrants") exercisable for Holdco Ordinary Shares, on substantially the same terms as the SPAC Warrants and (c) Holdco shall enter into an Assignment, Assumption and Amendment Agreement with SPAC and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent, to amend and assume SPAC's obligations under the existing Warrant Agreement, dated October 17, 2019, to give effect to the conversion of SPAC Warrants to Holdco Warrants; (ii) immediately following consummation of the Merger and pursuant to those certain individual Contribution and Exchange Agreements, each dated as of March 31, 2021, and entered into by and among Holdco, the Company and each of the shareholders of the Company (the "Company Shareholders") (collectively, the "Exchange Agreements"), each of the Company Shareholders, effective on the Closing Date immediately following the Merger (the "Exchange Effective Time") will contribute its respective ordinary shares of the Company, nominal value $1.00 per share ("Company Ordinary Shares") to Holdco in exchange for Holdco Ordinary Shares, and, in the case of the International Finance Corporation ("IFC"), for Holdco Ordinary Shares and redeemable B shares of Holdco (the "Holdco Redeemable B Shares"), to be subscribed for by each such Company Shareholder (such contributions and exchanges of Company Ordinary Shares for Holdco Ordinary Shares and, with respect to IFC, Holdco Ordinary Shares and Holdco Redeemable B Shares, collectively, the "Exchange") and Holdco will, simultaneously with the Exchange, redeem all redeemable A shares of Holdco (the "Holdco Redeemable A Shares" and together with the Holdco Ordinary Shares and Holdco Redeemable B Shares, the "Holdco Shares") held by the Company as a result of its incorporation; (iii) as a result of the Exchange, the Company will become a direct wholly-owned subsidiary of Holdco and the Company Shareholders will become holders of issued and outstanding Holdco Shares; and (iv) immediately following the Exchange, Holdco will redeem 6,000,000 Holdco Redeemable B Shares for a total purchase price of $60,000,000 in accordance with that certain Share Redemption Agreement entered into by and between Holdco and IFC on March 31, 2021. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Business Combination Agreement.

Upon the terms and subject to the conditions set forth in the Business Combination Agreement and the Exchange Agreements at the Exchange Effective Time, the Exchange will take place based on an exchange ratio of 33.444848 used to determine the number of aggregate Holdco Shares valued at $10.00 per Holdco Share for which the aggregate Company Ordinary Shares will be exchanged (the "Exchange Consideration"). The valuation of the Company Ordinary Shares contributed to Holdco by the Company Shareholders against new Holdco Shares pursuant to the Exchange shall be deemed to be, as of the Exchange Effective Time, the sum of US$971,286,889 plus the amount, if any, by which the SPAC Transaction Expenses exceed the SPAC Transaction Expenses Cap.

Pursuant to the Exchange Agreements, each Company Shareholder has also agreed to not transfer any of its Company Ordinary Shares before the earlier to occur of the Exchange and the termination of the Business Combination Agreement pursuant to its terms.

In connection with the closing of the transactions contemplated by the Transaction Documents, including the Exchange and the Merger (the "Transactions"), Holdco, certain Company Shareholders and the Sponsors shall enter into a Nomination Agreement pursuant to which, among other things and subject to certain conditions, certain Company Shareholders and the Sponsors shall have the right to propose directors for appointment to the Holdco Board, subject to Holdco shareholder approval.

Conditions to Each Party's Obligations

The obligation of the parties to consummate the Transactions are subject to the satisfaction or waiver of customary closing conditions at or prior to the Closing, including (i) Registrant shareholder and Holdco approvals; (ii) issuance of statutory independent auditor reports regarding the contributions relating to the issuance of Holdco Shares under the Merger and the Exchange; (iii) consummation of the PIPE Investment; (iv) absence of any law, rule, regulation, judgment, decree, executive order or award which is then in effect and has the effect of making the Transactions illegal or otherwise prohibiting consummation of the Transactions; (v) effectiveness of the registration statement on Form F-4 relating to Holdco Ordinary Shares and Holdco Warrants to be issued in the Merger; (vi) Nasdaq listing approval of the Holdco Ordinary Shares; (vii) execution and delivery of the Registration Rights and Lock-Up Agreement and the Nomination Agreement; and (viii) Registrant having at least $5,000,001 of net tangible assets.

The obligations of Registrant to consummate the Transactions are subject to certain additional conditions at or prior to the Closing, including (i) the accuracy of certain representations and warranties of the Company, Holdco, and Merger Sub except, with respect to certain representations and warranties, where the failure of such representations and warranties to be true and correct does not result in a Company Material Adverse Effect or is not materially adverse to Holdco or Merger Sub, as applicable; (ii) the performance or compliance in all material respects with all agreements and covenants required by the Business Combination Agreement, with certain exceptions; (iii) the delivery to Registrant of certifications as to the satisfaction of the conditions; and (iv) the absence of a Company Material Adverse Effect.

The obligations of the Company to consummate the Transactions are subject to certain additional conditions at or prior to the Closing, including (i) the accuracy of certain representations and warranties of Registrant except, with respect to certain representations and warranties, where the failure of such representations and warranties to be true and correct does not result in a SPAC Material Adverse Effect; (ii) the performance or compliance in all material respects with all agreements and covenants required by the Business Combination Agreement; (iii) the Registrant's delivery to the Company of certifications as to the satisfaction of the conditions; (iv) the absence of a SPAC Material Adverse Effect; (v) after giving effect to the exercise of the Redemption Rights by holders of SPAC Ordinary Shares and SPAC Warrants and payments related thereto, Registrant will have at least an aggregate of one hundred eighty five million dollars ($185,000,000) of cash held either in or outside the Trust Account, including the aggregate amount of the PIPE Investment Amount; and (vi) the transfer of 325,000 SPAC Warrants to a third party.

Representations and Warranties

The Business Combination Agreement contains customary representations and warranties of the Company, Registrant, Holdco and Merger Sub relating to, among other things, their ability to enter into the Business Combination Agreement and the Ancillary Agreements to which they are party and their outstanding capitalization. The representations and warranties of the parties contained in the Business Combination Agreement will terminate and be of no further force and effect as of the closing of the Transactions.

Covenants

The Business Combination Agreement contains customary covenants of the parties, including, among others, covenants providing for (i) the operation of the parties' respective businesses prior to consummation of the Transactions, (ii) the parties' efforts to satisfy conditions to consummate the Transactions, (iii) Registrant, Company and Holdco preparing and Holdco filing a registration statement containing a proxy statement/prospectus for the purpose of soliciting proxies from Registrant's shareholders to vote in favor of certain matters and registering under the Securities Act of 1933, as amended (the "Securities Act") the Holdco Ordinary Shares and Holdco Warrants to be issued in connection with the Merger, (iv) the protection of, and access to, confidential information of the parties and (v) the parties' efforts to obtain necessary approvals from Governmental Authorities. The covenants of the parties contained in the Business Combination Agreement will terminate and be of no further force and effect as of the Closing of the Transactions, except for those covenants that by their terms require performance after the Closing.

Termination

The Business Combination Agreement may be terminated and the Transactions may be abandoned at any time prior to the date on which the Merger is effective in accordance with the Cayman Islands Companies Act (the "Merger Effective Time"), notwithstanding any requisite approval and adoption of the Business Combination Agreement and the Transactions by the shareholders of the Registrant, (i) by mutual written consent of Registrant and the Company; (ii) by either Registrant or the Company if the Merger Effective Time shall not have occurred prior to 5:00 p.m. (New York time) on October 15, 2021, subject to certain exceptions; (iii) by either Registrant or the Company if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling (whether temporary, preliminary or permanent) which has become final and non-appealable and has the effect of making consummation of the Transactions illegal or otherwise preventing or prohibiting consummation of the Transaction or the Merger; (iv) by either Registrant or the Company if any of the Registrant proposals shall fail to receive the requisite vote for approval at Registrant's shareholders' meeting; (v) by Registrant upon a breach of any representation, warranty, covenant or agreement set forth in the Business Combination Agreement on the part of the Company, Holdco or Merger Sub that remains uncured for more than 30 days after written notice of such breach is provided by Registrant to the Company, or if any representation or warranty of the Company, Holdco or Merger Sub shall have become untrue, in either case such that the conditions relating to representations and warranties and certain covenants and agreements would not be satisfied; and (vi) by the Company upon any breach of any representation, warranty, covenant or agreement set forth in the Business Combination Agreement on the part of Registrant that remains uncured for more than 30 days after written notice of such breach is provided by the Company to Registrant, or if any representation or warranty of Registrant shall have become untrue, in either case such that the conditions relating to representations and warranties and certain covenants and agreements would not be satisfied.

In the event that the Business Combination Agreement is terminated, all Transaction Expenses incurred in connection with the Business Combination Agreement, the Ancillary Agreements, and the Transactions shall be paid by the party incurring such Transaction Expenses. If the Transactions are consummated, Holdco shall pay or cause to be paid, (i) the Company Transaction Expenses and (ii) the SPAC Transaction Expenses up to an amount not to exceed the SPAC Transaction Expenses Cap.

Certain Related Agreements

Transaction Support Agreement

Concurrently with the execution of the Business Combination Agreement, SPAC, Union Group International Holdings Limited ("UGI") and Union Acquisition Associates II, LLC ("UAA" and collectively with UGI, the "Sponsors"), the Company, Holdco, certain Company Shareholders (the "Eligible Company Shareholders") and certain holders of SPAC Ordinary Shares (the "SPAC Investors") entered into a Transaction Support Agreement (the "Transaction Support Agreement") pursuant to which, among other things, the Sponsors and the SPAC Investors have agreed with SPAC, Holdco, the Company and the Eligible Company Shareholders to (i) waive certain rights, and (ii) take certain actions to support the Transactions. Additionally, the Sponsors have agreed to (i) forfeit certain of their SPAC Warrants immediately prior to the Merger Effective Time, and (ii) subject certain of their Holdco Ordinary Shares and Holdco Warrants, to be received in exchange for the equivalent number of SPAC Ordinary Shares and SPAC Warrants upon the consummation of the Merger, to certain restrictions to be implemented by depositing such Holdco Ordinary Shares and Holdco Warrants in an escrow account (the "Sponsor Escrowed Securities"), as described thereunder. Fifty percent (50%) of the Sponsor Escrowed Securities will be released to the Sponsors if the closing price of the Holdco Ordinary Shares on the Nasdaq Stock Market equals or exceeds $12.50 per Holdco Ordinary Share for any 20 trading days within any 30-day trading period, and the remaining 50% of the Sponsor Escrowed Securities will be released to the Sponsors if the closing price of the Holdco Ordinary Shares on the Nasdaq Stock Market equals or exceeds $13.00 per Holdco Ordinary Share for any 20 trading days within any 30-day trading period (in each case, subject to any applicable lock-up restrictions under the Registration Rights and Lock-Up Agreement (as described below) or any other applicable escrow arrangement). Similarly, the Eligible Company Shareholders have agreed with SPAC, Holdco, the Company, the Sponsors and the SPAC Investors to subject certain of their Holdco Ordinary Shares to be received in the Exchange to certain restrictions to be implemented by depositing such Holdco Ordinary Shares in an escrow account (the "ECS Escrowed Securities"), as described thereunder. Fifty percent (50%) of the ECS Escrowed Securities will be released to the Eligible Company Shareholders if the closing price of the Holdco Ordinary Shares on the Nasdaq Stock Market equals or exceeds $12.50 per Holdco Ordinary Share for any 20 trading days within any 30-day trading period, and the remaining 50% of the ECS Escrowed Securities will be released to the Eligible Company Shareholders if the closing price of the Holdco Ordinary Shares on the Nasdaq Stock Market equals or exceeds $13.00 per Holdco Ordinary Share for any 20 trading days within any 30-day trading period.

The foregoing description of the Transaction Support Agreement is qualified in its entirety by reference to the full text of the Transaction Support Agreement, a copy of which is included as Exhibit 10.3 to this Amendment No. 1, and incorporated herein by reference.

Registration Rights and Lock-Up Agreement

In connection with the closing of the Transactions, Holdco, the Sponsors, certain other persons and entities holding SPAC Ordinary Shares (the "Original Holders") and the Company Shareholders will enter into a Registration Rights and Lock-Up Agreement (the "Registration Rights and Lock-Up Agreement") pursuant to which, among other things, the Sponsors, the Original Holders and the Company Shareholders shall have customary demand and piggyback registration rights in connection with the Holdco Ordinary Shares issued to them in the Merger or the Exchange. Additionally, the Holdco Ordinary Shares held by the Sponsors and the Original Holders which were previously SPAC Ordinary Shares will be subject to a lock-up until the earliest of: (i) the date that is one year from the Closing Date, (ii) the date on which the closing price of the Holdco Ordinary Shares on the Nasdaq Stock Market equals or exceeds $12.50 per Holdco Ordinary Share for any 20 trading days within any 30-trading day period commencing 150 days after the Closing Date, or (iii) such date on which Holdco completes a liquidation, merger, share exchange or other similar transaction that results in all of the shareholders of Holdco having the right to exchange their Holdco Ordinary Shares for cash, securities or other property.

The Holdco Ordinary Shares held by Company Shareholders, except for four million Holdco Ordinary Shares held by Company Shareholders other than IFC, will be subject to a lock-up until the earliest of: (i) the date that is 180 days from Closing Date, and (ii) such date on which Holdco completes a liquidation, merger, share exchange or other similar transaction that results in all of the shareholders of Holdco having the right to exchange their Holdco Ordinary Shares for cash, securities or other property.

Four million Holdco Ordinary Shares held by Company Shareholders other than IFC will be subject to a lock-up until the earliest of: (i) the date that is 90 days from Closing Date, (ii) the date on which the closing price of the Holdco Ordinary Shares on the Nasdaq Stock Market equals or exceeds $12.00 per Holdco Ordinary Share for any 20 trading days within any 30-trading day period commencing on the Closing Date, and (iii) such date on which Holdco completes a liquidation, merger, share exchange or other similar transaction that results in all of the shareholders of Holdco having the right to exchange their Holdco Ordinary Shares for cash, securities or other property.

The foregoing description of the Registration Rights and Lock-Up Agreement is qualified in its entirety by reference to the full text of the form of Registration Rights and Lock-Up Agreement, a copy of which is included as Exhibit 10.4 to this Amendment No. 1, and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

PIPE Subscription Agreements

The Registrant has entered into separate subscription agreements (collectively, the "Subscription Agreements"), dated March 31, 2021, with certain investors, pursuant to which SPAC has agreed to issue and sell, in private placements to close contemporaneously with, but immediately prior to, the Merger, an aggregate of 10,000,000 SPAC Ordinary Shares, for a purchase price of $10.00 per SPAC Ordinary Share and an aggregate purchase price of $100,000,000 (the "PIPE Investment"), which will automatically be converted into Holdco Ordinary Shares at the Merger Effective Time. The Subscription Agreements give the investors customary registration and indemnification rights.

The foregoing description of the Subscription Agreements is qualified in its entirety by reference to the full text of the form of the Subscription Agreement, a copy of which is included as Exhibit 10.3 to this Amendment No.1, and incorporated herein by reference.

The securities issued pursuant to the Subscription Agreements will not be registered under the Securities Act in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The descriptions of the Business Combination Agreement, the Exchange Agreements, the Subscription Agreements, the Transaction Support Agreement, the Registration Rights and Lock-Up Agreement and the Transactions do not purport to be complete and are qualified in their entirety by the terms and conditions of the Business Combination Agreement, the form of Exchange Agreement, the form of Subscription Agreement, the Transaction Support Agreement and the form of the Registration Rights and Lock-Up Agreement filed as Exhibits 2.1, 10.1, 10.2, 10.3 and 10.4, respectively. The Business Combination Agreement, the form of Exchange Agreement, the form of Subscription Agreement, the Transaction Support Agreement and the form of the Registration Rights and Lock-Up Agreement have been included as an exhibit to this Amendment No 1. on Form 8-K/A (this "Amendment No. 1") to provide investors with information regarding their respective terms. They are not intended to provide any other factual information about Registrant, the Company, or any other party to the Business Combination Agreement, the Exchange Agreements, the Subscription Agreements, the Transaction Support Agreement, the Registration Rights and Lock-Up Agreement or any related agreement. In particular, the representations, warranties, covenants and agreements contained in the Business Combination Agreement, the Exchange Agreements, the Subscription Agreements the Transaction Support Agreement and the Registration Rights and Lock-Up Agreement, which were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to the Business Combination Agreement, the Exchange Agreements, the Subscription Agreements, the Transaction Support Agreement and the Registration Rights and Lock-Up Agreement, are subject to important qualifications and limitations agreed to by the parties in connection with negotiating such agreements, are subject to standards of materiality applicable to the contracting parties that may differ from those applicable to investors and security holders, and are modified in important part by the underlying disclosure schedules which are not filed publicly. Investors and security holders are not third-party beneficiaries under the Business Combination Agreement, the Exchange Agreements, the Subscription Agreements, the Transaction Support Agreement or the Registration Rights and Lock-Up Agreement and should not rely on the representations, warranties, covenants and agreements, or any descriptions thereof, as characterizations of the actual state of facts or condition of any party to the Business Combination Agreement, the Exchange Agreements, the Subscription Agreements, the Transaction Support Agreement, or the Registration Rights and Lock-Up Agreement. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Business Combination Agreement, the Exchange Agreements, the Subscription Agreements, the Transaction Support Agreement or the Registration Rights and Lock-Up Agreement, which subsequent information may or may not be fully reflected in Registrant's public disclosures.

Additional Information and Where to Find It

In connection with the Transactions, Holdco is expected to file a registration statement on Form F-4 with the SEC that will include a proxy statement of SPAC that will also constitute a prospectus of Holdco. Each of SPAC and Holdco urge investors, shareholders and other interested persons to read, when available, the Form F-4, including the preliminary proxy statement/prospectus and amendments thereto and the definitive proxy statement/prospectus and documents incorporated by reference therein, as well as other documents filed with the SEC in connection with the Transactions, as these materials will contain important information about Holdco, the Company, SPAC and the Transactions. Such persons can also read SPAC's Annual Report on Form 10-K for the fiscal year ended September 30, 2020, for a description of the security holdings of SPAC's officers and directors and their respective interests as security holders in the consummation of the Transactions. When available, the definitive proxy statement/prospectus will be mailed to SPAC's shareholders. Shareholders will also be able to obtain copies of such documents, without charge, once available, at the SEC's website at www.sec.gov, or by directing a request to: Union Acquisition Corp. II, 1425 Brickell Ave., #57B, Miami, FL 33131 or Procaps Group, S.A., 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg.

Participants in Solicitation

SPAC, Holdco and the Company and their respective directors, executive officers and other members of their management and employees, under SEC rules, may be deemed to be participants in the solicitation of proxies of SPAC's shareholders in connection with the Transactions. Investors and security holders may obtain more detailed information regarding the names, affiliations and interests of SPAC's directors and executive officers in SPAC's Annual Report on Form 10-K for the fiscal year ended September 30, 2020, which was filed with the SEC on December 30, 2020. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies of SPAC's shareholders in connection with the Transactions will be set forth in the proxy statement/prospectus for the Transactions when available. Information concerning the interests of SPAC's participants in the solicitation, which may, in some cases, be different than those of SPAC's equity holders generally, will be set forth in the proxy statement/prospectus relating to the Transactions when it becomes available.

Forward-Looking Statements

This Amendment No. 1 contains certain forward-looking statements within the meaning of the federal securities laws, including statements regarding the benefits of the Transactions, the anticipated timing of the Transactions, the products offered by the Company and the markets in which it operates, and Holdco's projected future results. Forward-looking statements may be identified by the use of words such as "forecast," "intend," "seek," "target," "anticipate," "believe," "expect," "estimate," "plan," "outlook," and "project" and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Such forward-looking statements also include projected financial information, including Adjusted EBITDA margin and free cash flow; the expected gross cash proceeds from the transaction; expected future capitalization; the expected listing of the shares of Holdco and the closing of the transaction; expectations relating to Holdco's ability to invest in growth and new product categories and capitalize on favorable regional dynamics through organic and inorganic growth; estimated product launches in next three years; belief that Holdco will be sufficiently capitalized to provide innovative solutions and drive growth initiatives; and expected synergies through innovation, economies of scale and lower cost of capital. Such statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and are based on management's belief or interpretation of information currently available. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events to differ materially from the forward-looking statements in this document, including, but not limited to: (i) the risk that the transaction may not be completed in a timely manner or at all, which may adversely affect the price of SPAC's securities, (ii) the risk that the transaction may not be completed by SPAC's business combination deadline and the potential failure to obtain an extension of the business combination deadline if sought by SPAC, (iii) the failure to satisfy the conditions to the consummation of the Transactions, including the adoption of the Business Combination Agreement by the shareholders of SPAC, the satisfaction of the minimum trust account amount following redemptions by SPAC's public shareholders and the receipt of certain governmental and regulatory approvals, (iv) the lack of a third party valuation in determining whether or not to pursue the Transactions, (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the Business Combination Agreement, (vi) the impact of COVID-19 on the Company's business and/or the ability of the parties to complete the Transactions; (vii) the effect of the announcement or pendency of the Transactions on the Company's business relationships, performance, and business generally, (viii) risks that the Transactions disrupt current plans and operations of the Company and potential difficulties in the Company's employee retention as a result of the Transactions, (ix) the outcome of any legal proceedings that may be instituted against the Company, Holdco or SPAC related to the Business Combination Agreement or the Transactions, (x) the ability to maintain the listing of SPAC's securities on the NASDAQ Stock Market, (xi) the price of SPAC's and the post-combination company's securities may be volatile due to a variety of factors, including changes in the competitive and highly regulated industries in which the Company operates, variations in performance across competitors, changes in laws and regulations affecting the Company's business and changes in the combined capital structure, (xii) the ability to implement business plans, forecasts, and other expectations after the completion of the Transactions, and identify and realize additional opportunities, (xiii) the risk of downturns and the possibility of rapid change in the highly competitive industry in which the Company operates, (xiv) the risk that the Company and its current and future collaborators are unable to successfully develop and commercialize the Company's products, or experience significant delays in doing so, (xv) the risk that the post-combination company may never achieve or sustain profitability; (xvi) the risk that the post-combination company will need to raise additional capital to execute its business plan, which may not be available on acceptable terms or at all; (xvii) the risk that the post-combination company experiences difficulties in managing its growth and expanding operations, (xviii) the risk that third-parties suppliers and manufacturers are not able to fully and timely meet their obligations; (xix) the risk of product liability or regulatory lawsuits or proceedings relating to the Company's products and services; (xxii) the risk that the Company is unable to secure or protect its intellectual property; and (xxiii) the risk that the post-combination company's securities will not be approved for listing on the NASDAQ Stock Market or if approved, maintain the listing. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of SPAC's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, the registration statement on Form S-1 related to SPAC's initial public offering, the proxy statement/prospectus discussed above and other documents filed by SPAC from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and Holdco, the Company and SPAC assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. Neither Holdco, the Company nor SPAC gives any assurance that either Holdco, the Company or SPAC will achieve its expectations.

No Offer or Solicitation

This Amendment No. 1 is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Transactions and shall not constitute an offer to sell or a solicitation of an offer to buy the securities of SPAC, the Company or Holdco, nor shall there be any sale of any such securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act, or exemptions therefrom.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

The Exhibit Index is incorporated by reference herein.

EXHIBIT INDEX

Exhibit No.	Description
2.1*	Business Combination Agreement, dated as of March 31, 2021, by and among SPAC, the Company, Holdco and Merger Sub
10.1	Form of Exchange Agreement
10.2	Form of Subscription Agreement
10.3	Transaction Support Agreement, dated as of March 31, 2021, by and among, among others, SPAC, the Company, Holdco, Union Group International Holdings Limited and Union Acquisition Associates II, LLC
10.4	Form of Registration Rights and Lock-Up Agreement

* Certain schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished supplementally to the SEC upon request.

SIGNATURE

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

Dated: April 2, 2021

Union Acquisition Corp. II

By: /s/ Kyle P. Bransfield
Name: Kyle P. Bransfield
Title: Chief Executive Officer

Exhibit 2.1

Execution Version

BUSINESS COMBINATION AGREEMENT

by and among

UNION ACQUISITION CORP. II

CRYNSSEN PHARMA GROUP LIMITED,

PROCAPS GROUP, S.A.

and

OZLEM LIMITED

Dated as of MARCH 31, 2021

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SCHEDULES

APPENDIXES

This BUSINESS COMBINATION AGREEMENT is made and entered into as of March 31, 2021 (this "Agreement"), by and among Union Acquisition Corp. II, an exempted company incorporated under the laws of the Cayman Islands ("SPAC"), Crynssen Pharma Group Limited, a private limited liability company registered and incorporated under the laws of Malta and, particularly, the Companies Act Cap. 386 ("Companies Act Cap. 386") with company registration number C 59671 and with its registered office at C1, Midland Micro Enterprise Park, Burmarrad Road, Naxxar NXR 6345, Malta (the "Company"), Procaps Group, S.A., a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg with its registered office at 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*) ("Holdco"), and OZLEM Limited, an exempted company incorporated under the laws of the Cayman Islands ("Merger Sub"). Each of SPAC, the Company, Holdco and Merger Sub shall individually be referred to herein as a "Party" and, collectively, the "Parties".

WHEREAS, SPAC is a special purpose acquisition company incorporated under the laws of the Cayman Islands for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, recapitalization, reorganization or other similar business combination with one or more businesses or entities;

WHEREAS, each of Holdco and Merger Sub is an entity newly formed for the purposes of the transactions proposed herein;

WHEREAS, Holdco is a direct wholly-owned subsidiary of the Company and Merger Sub is a direct wholly-owned subsidiary of Holdco;

WHEREAS, upon the terms and subject to the conditions of this Agreement and those certain individual Contribution and Exchange Agreements, each dated as of the date hereof (collectively, the "Exchange Agreements"), by and among Holdco, the Company and each of the Company Shareholders, and in accordance with the Luxembourg Law of 10 August 1915 on commercial companies (as amended from time to time, the "1915 Law"), and the Companies Act (As Revised) of the Cayman Islands (the "Cayman Islands Companies Act"), SPAC, Holdco, Merger Sub and the Company will enter into a business combination transaction pursuant to which, among other things, (a) Merger Sub will merge with and into SPAC, with SPAC surviving such merger and becoming a direct wholly-owned subsidiary of Holdco (the "Merger") and, in the context of the Merger, all SPAC Ordinary Shares outstanding shall be exchanged with Holdco for the right to receive the Merger Consideration in the form of Holdco Ordinary Shares pursuant to a share capital increase of Holdco, as set forth in this Agreement, (b) immediately following the consummation of the Merger and pursuant to the Exchange Agreements, each of the Company Shareholders, effective on the Exchange Effective Time, will contribute its respective Company Ordinary Shares to Holdco in exchange for Holdco Ordinary Shares and, in the case of IFC, Holdco Ordinary Shares and Holdco Redeemable B Shares, to be subscribed for by each such Company Shareholder (such contributions and exchanges of Company Ordinary Shares for Holdco Shares, collectively, the "Exchange") and Holdco will, simultaneously with the Exchange, redeem all Holdco Redeemable Shares held by the Company as a result of its incorporation, and (c) as a result of the Exchange, the Company will become a wholly-owned subsidiary of Holdco and the Company Shareholders will become holders of issued and outstanding Holdco Shares, in accordance with the Exchange Agreements;

WHEREAS, in connection with the Exchange and the Merger, the Parties desire for Holdco to register with the SEC to become a publicly traded company;

WHEREAS, each of the Company Shareholders and Board of Directors of the Company (the "Company Board") have unanimously (a) determined that the Transactions are in the best interests of the Company and the Company Shareholders and (b) approved this Agreement, the Transaction Documents to which the Company is or will be a party, and the Transactions;

WHEREAS, the Board of Directors of SPAC (the "SPAC Board") has unanimously (a) determined that the Merger and the other Transactions are in the best interests of SPAC, (b) adopted a resolution approving this Agreement and declaring its advisability and approving the Merger and the other Transactions, and (c) recommended the approval and adoption of this Agreement, the Merger and the other Transactions by the shareholders of SPAC (the "SPAC Shareholders");

WHEREAS, the sole director of Holdco (the "Holdco Board") has determined that the Transactions are in the best interests of Holdco and has approved this Agreement, the Transaction Agreements to which Holdco is or will be a party, and the Transactions;

WHEREAS, the Board of Directors of Merger Sub (the "Merger Sub Board") has (a) determined that this Agreement, the Merger and the other Transactions are in the best interests of Merger Sub, (b) adopted a resolution approving this Agreement and declaring its advisability and approving the Merger and the other Transactions, and (c) recommended the approval and adoption of this Agreement and the Merger by Holdco (as the sole shareholder of Merger Sub);

WHEREAS, SPAC, Union Group International Holdings Limited ("UGI") and Union Acquisition Associates II, LLC ("UAA" and collectively with UGI, the "Sponsors"), Holdco, the Company, certain holders of SPAC Ordinary Shares and SPAC Warrants (the "SPAC Investors"), and certain Company Shareholders concurrently with the execution and delivery of this Agreement, are entering into that certain Transaction Support Agreement, dated as of the date hereof (the "Transaction Support Agreement"), pursuant to which (a) the Sponsors and the SPAC Investors party to the Transaction Support Agreement have agreed with SPAC, Holdco, the Company and certain Company Shareholders party to the Transaction Support Agreement, as applicable, to (i) waive certain rights, (ii) forfeit certain of their SPAC Warrants immediately prior to the Merger Effective Time, (iii) subject certain of their Holdco Ordinary Shares and Holdco Warrants, to be received in exchange for the equivalent number of SPAC Ordinary Shares and SPAC Warrants upon the consummation of the Merger, to certain restrictions to be implemented by depositing such Holdco Ordinary Shares and Holdco Warrants in an escrow account, as described thereunder, and (iv) take certain actions to support the Transactions;

WHEREAS, in connection with the Closing, Holdco, certain Company Shareholders and the Sponsors shall enter into a Nomination Agreement (the "Nomination Agreement") substantially in the form attached hereto as Exhibit D;

WHEREAS, in connection with the Closing, SPAC, Holdco, Sponsors, SPAC Investors party thereto and the Company Shareholders shall enter into a Registration Rights and Lock-Up Agreement (the "Registration Rights and Lock-Up Agreement") substantially in the form attached hereto as Exhibit A;

WHEREAS, contemporaneously with the execution of this Agreement, SPAC is entering into the Subscription Agreements with the PIPE Investors pursuant to which among other things, such PIPE Investors have agreed to subscribe for and SPAC has agreed to sell upon the terms and subject to the conditions of the Subscription Agreements dated as of the date hereof, an aggregate number of SPAC Ordinary Shares which shall become Holdco Ordinary Shares as a result of the Merger in exchange for an aggregate purchase price of $100,000,000 (the "PIPE Investment Amount"), at a price of $10.00 per each SPAC Ordinary Share (the "PIPE Investment"), immediately prior to the Closing Date;

WHEREAS, contemporaneously with the execution of this Agreement, Holdco is entering into a Share Redemption Agreement with the IFC, one of the current Company Shareholders, pursuant to which, among other things, Holdco shall redeem 6,000,000 Holdco Redeemable B Shares from IFC at a price of $10.00 per Holdco Redeemable B Share, immediately following the Closing (the "IFC Redemption Agreement"); and

WHEREAS, for United States federal income tax purposes, the Exchange and the Merger are intended to qualify as exchanges as described in Section 351 of the Code and the Treasury Regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01 Certain Definitions. For purposes of this Agreement:

"Accounting Principles" means GAAP in case of SPAC, Special Purpose IFRS in case of the Company and Company Subsidiaries under the Audited Financial Statements and IFRS in case of the Company and Company Subsidiaries under the 2020 Balance Sheet, in each case, as in effect from time to time.

"affiliate" of a specified person means a person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person.

"Ancillary Agreements" means the Exchange Agreements, the Transaction Support Agreement, the Registration Rights and Lock-Up Agreement, the Nomination Agreement, the SPAC Warrant Amendment, the IFC Redemption Agreement and all other agreements, certificates and instruments executed and delivered by SPAC, Holdco, Merger Sub or the Company in connection with the Transactions and specifically contemplated by this Agreement.

"Anti-Corruption Laws" means (a) the UK Bribery Act 2010, (b) the U.S. Foreign Corrupt Practices Act 1977, as amended, (b) anti-bribery legislation promulgated by the European Union and implemented by its member states, (c) legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (d) other similar laws, regulations, rules and guidance (having the force of law) of any jurisdiction applicable to SPAC, Holdco, Merger Sub or the Company concerning or relating to bribery or corruption.

"Anti-Money Laundering Laws" means all laws, rules, regulations, and guidance (having the force of law) of any jurisdiction applicable to SPAC, Holdco, Merger Sub or the Company concerning terrorist financing or Money Laundering, including, without limitation, (a) the Money Laundering Control Act of 1986, (b) the USA PATRIOT Act, and (b) the Bank Secrecy Act.

"Average SPAC Share Price" means the average of the volume weighted averages of the trading prices of the SPAC Ordinary Shares on Nasdaq (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by the Parties) on each of the ten (10) consecutive trading days ending on (and including) the trading day that is three (3) trading days prior to the date of the Merger Effective Time.

"Business Data" means all business information and data, including Personal Information (whether of employees, contractors, consultants, customers, consumers, or other persons and whether in electronic or any other form or medium) that is accessed, collected, used, processed, stored, shared, distributed, transferred, disclosed, destroyed, or disposed of by any of the Business Systems or otherwise in the course of the conduct of the business of the Company or any Company Subsidiaries.

"Business Day" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings and on which banks are not required or authorized to close in the City of New York in the United States of America, the Cayman Islands, or Luxembourg in the Grand Duchy of Luxembourg; provided that banks shall not be deemed to be authorized or obligated to be closed due to a "shelter in place," "non-essential employee" or similar closure of physical branch locations at the direction of any Governmental Authority if such banks' electronic funds transfer systems (including for wire transfers) are open for use by customers on such day.

"Business Systems" means all Software, computer hardware (whether general or special purpose), electronic data processing, information, record keeping, communications, telecommunications, networks, interfaces, platforms, servers, peripherals, and computer systems, including any outsourced systems and processes, that are owned or used in the conduct of the business of the Company or any Company Subsidiaries.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Company Board Approval" means the Company Board resolutions approving and authorizing (a) this Agreement, the Transaction Documents to which the Company is or will be a party, and the Transactions, (b) the Exchange Issuance, and (c) the Holdco Redeemable A Shares Redemption.

"Company IP" means, collectively, all Company-Owned IP and Company-Licensed IP.

"Company-Licensed IP" means all Intellectual Property rights owned or purported to be owned by a third party and licensed to the Company or any Company Subsidiary or to which the Company or any Company Subsidiary otherwise has a right to use.

"Company Material Adverse Effect" means any Effects that, individually or in the aggregate with all other Effects, (a) is or would reasonably be expected to be materially adverse to the business, condition (financial or otherwise), assets, liabilities or operations of the Company and the Company Subsidiaries taken as a whole or (b) does or would prevent, materially delay or materially impede the performance by the Company of its obligations under this Agreement or the consummation of the Exchange, Merger or any of the other Transactions; provided, however, that none of the following shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether there has been or will be, a Company Material Adverse Effect: (i) any enactment of, change or proposed change in or change in the interpretation of any Law or Accounting Principles; (ii) Effects generally affecting the industries or geographic areas in which the Company or any of the Company Subsidiaries operate; (iii) any downturn in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (iv) acts of war (whether or not declared), sabotage, civil unrest, terrorism, curfews, riots, demonstrations or public disorders, or any escalation or worsening of any such acts of war, sabotage, civil unrest, terrorism, curfews, riots, demonstrations or public disorders, or changes in global, national, regional, state or local political or social conditions; (v) any hurricane, tornado, flood, earthquake, natural disaster, or other acts of God; (vi) Effects arising from or relating to epidemics, pandemics, or disease outbreaks, including COVID-19 or any COVID-19 Measures; (vii) any actions taken or not taken by the Company or any of the Company Subsidiaries as specifically required or permitted by this Agreement or any Ancillary Agreement, (viii) the announcement or execution, pendency, negotiation or consummation of the Merger, the Exchange or any of the other Transactions (including the impact thereof on relationships with customers, suppliers, employees or Governmental Authorities); (ix) any failure by the Company or any of the Company Subsidiaries to meet any projections, forecasts, guidance, estimates, milestones, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position, provided that this clause (ix) shall not prevent a determination that any change, event, or occurrence underlying such failure has resulted in a Company Material Adverse Effect; (x) any pending or initiated Action against the Company, any of the Company Subsidiaries or any of their respective officers or directors, in each case, arising out of or relating to the execution of this Agreement, any Ancillary Agreements or any of the Transactions (other than any Action commenced by any Party to enforce its rights under this Agreement or any Ancillary Agreement to which it is a party); (xi) any action taken or not taken by SPAC; or (xii) any actions taken, or failures to take action, or such other changes or events, in each case, which SPAC has specifically requested or to which it has specifically consented or which actions are specifically contemplated by this Agreement or any Ancillary Agreement, in each case, except in the cases of clauses (i) through (vi), to the extent that the Company and the Company Subsidiaries, taken as a whole, are disproportionately affected thereby as compared with other participants in the industries or geographic areas in which the Company and the Company Subsidiaries operate.

"Company Ordinary Shares" means the Company's ordinary shares, with a nominal value of $1.00 per share representing the entire share capital of the Company on a fully diluted basis.

"Company Organizational Documents" means the memorandum and articles of association of the Company, as amended, modified or supplemented from time to time, including as contemplated by Section 2.05(c).

"Company-Owned IP" means all Intellectual Property rights owned or purported to be owned by the Company or any of the Company Subsidiaries.

"Company Requisite Approvals" means the Company Board Approval and the Company Shareholder Approval.

"Company Shareholders" means the holders of Company Ordinary Shares as of the date of this Agreement and representing all, and not part of, the holders of Company Ordinary Shares on a fully diluted basis.

"Company Shareholders' Agreements" means the shareholders' agreements, put option agreements, pledge agreements and similar agreements entered into by and among the Company and one or more of the Company Shareholders, other than agreements entered into on or about the date hereof by the Company and one or more of the Company Shareholders in connection with any of the Transactions, each of which will expire on or prior to the Closing Date in accordance with the Termination Agreements. For the avoidance of doubt, the IFC Side Letter Agreement is not a Company Shareholders' Agreement.

"Company Shareholder Approval" means the resolutions of the Company Shareholders approving this Agreement, the Transaction Documents to which the Company is or will be a party, and the Transactions.

"Company Shareholders' Agreements Liens" means the Liens under the Company Shareholders' Agreements, each of which will expire on or prior to the Closing Date in accordance with the Termination Agreements.

"Company Transaction Expenses" means the reasonable and documented Transaction Expenses of the Company or any of its affiliates, including, without limitation, (a) Transaction Expenses incurred in the negotiation and preparation of this Agreement, the Ancillary Agreements and the other documents contemplated hereby and thereby and the performance and compliance with all agreements and conditions contained herein and therein, (b) Transaction Expenses incurred in preparing and obtaining the PCAOB Financials, (c) Transaction Expenses incurred in connection with obtaining the consent or approval of any person or Governmental Authority in connection with the Transactions, (d) Transaction Expenses incurred in connection with the Transactions (including the formation of Holdco, Merger Sub and the structuring, negotiation and documentation of the Exchange and Merger) and (e) Transaction Expenses incurred in connection with obtaining the D&O Tail Policy. For the avoidance of doubt, the Parties acknowledge and agree that the Company Transaction Expenses include the fees, expenses and disbursements of legal counsel, auditors and accountants, due diligence expenses, advisory and consulting fees and expenses, and other third-party fees.

"Competing Seller" means a person (including any financial investor or group of financial investors) actively engaged, directly or indirectly, in any one or more of the development, production, marketing, distribution and/or exploitation of any products and/or services, in each case other than the Company, the Company Shareholders and indirect equityholders or any Company Subsidiary.

"Competing SPAC Transaction" means any merger or business combination between SPAC, on the one hand, and a Competing Seller, on the other hand.

"Competing Transaction" means any (a) sale or transfer (except in the ordinary course of business consistent with past practices) of all or substantially all of the assets of the Company or any Company Subsidiary to any person or (b) merger or business combination between the Company or any Company Subsidiary, on the one hand, and any other person, on the other hand.

"Confidential Information" means any information, knowledge or data concerning the businesses and affairs of the Company, the Company Subsidiaries, or any Suppliers or customers of the Company or any Company Subsidiaries or SPAC or its subsidiaries (as applicable) that is not already generally available to the public, including any Intellectual Property rights.

"control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

"COVID-19" means the novel coronavirus known as SARS-CoV-2 or COVID-19, and any evolutions, mutations thereof or related or associated epidemics, pandemic or disease outbreaks.

"COVID-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, delay, shut down (including the shutdown of air cargo routes), closure, sequester, safety or similar Law, directive, guideline or recommendation promulgated by any Governmental Authority, in each case with or in response to COVID-19.

"Dataroom" means that certain virtual dataroom named "Project Vital" and located on the Intralinks online-platform under https://services.intralinks.com/web/index.html?#/hub/exchanges.

"Deferred Fees" shall mean the amount of deferred fees held in the Trust Account in connection with SPAC's initial public offering payable to the underwriters or other advisors upon consummation of a business combination.

"Disabling Devices" means undisclosed Software viruses, time bombs, logic bombs, trojan horses, trap doors, back doors, or other computer instructions, intentional devices or techniques that are designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, maliciously encumber, hack into, incapacitate, infiltrate or slow or shut down a computer system or any component of such computer system, including any such device affecting system security or compromising or disclosing user data in an unauthorized manner.

"Effects" means, collectively, events, circumstances, changes and effects.

"Employee" means any person employed by the Company or any Company Subsidiary.

"Environmental Laws" means any Law relating to: (a) Releases or threatened Releases of Hazardous Substances or materials containing Hazardous Substances; (b) the presence, manufacture, refining, production, generation, handling, transport, use, treatment, recycling, storage, importing, labeling, testing, disposal, cleanup or control of Hazardous Substances or materials containing Hazardous Substances; (c) pollution or protection of the environment or natural resources; or (d) public health and safety or, as it relates to the handling of or exposure to Hazardous Substances, worker/occupational health and safety.

"Exchange Effective Time" means the time on which the issuance of the new Holdco Ordinary Shares and Holdco Redeemable B Shares pursuant to the Holdco Delegate Resolutions is effective on the Closing Date, which shall be the effective time of the contribution and exchange of the Company Ordinary Shares held by the Company Shareholders and exchanged for Holdco Shares, as applicable and as contemplated under the Exchange Agreements, and which shall occur immediately following the Merger Effective Time.

"Exchange Ratio" means 33.444848, the ratio used for determining the number of aggregate Holdco Shares for which the aggregate Company Ordinary Shares shall be converted in accordance with Section 3.01(a)(i).

"Export Control Laws" means export control laws and regulations of any jurisdiction applicable to SPAC, Holdco, Merger Sub or the Company including the U.S. Export Administration Regulations, 15 C.F.R. §§ 730, et seq., as amended, and any other equivalent or comparable export control laws and regulations of other countries.

"Extension Amendment to the SPAC Articles" means an amendment to the SPAC Articles to extend the date by which the SPAC must consummate the Transactions from April 22, 2021 to October 22, 2021.

"GAAP" means generally accepted accounting principles as in effect in the United States from time to time.

"Governmental Authority" means any U.S. federal, state, county or local or non-U.S. government, governmental, national, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal, or judicial or arbitral body.

"Hazardous Substance(s)" means: (a) any substance, material or waste which is regulated by, or for which liability or standards of conduct may be imposed under, any Environmental Law, including any substance, material or waste which is defined as a "hazardous substance," "hazardous material," "hazardous waste," "solid waste," "pollutant," "contaminant," "toxic substance," "toxic waste" or other similar term or phrase under any Environmental Law; (b) petroleum and petroleum products, including crude oil and any fractions thereof; (c) natural gas, natural gas liquids, synthetic gas, and any mixtures thereof; (d) polychlorinated biphenyls, asbestos and asbestos-containing materials, urea formaldehyde, toxic mold, and radon; and (e) per- or polyfluoroalkyl substances.

"Holdco Board Approval" means one or several Holdco Board resolutions with respect to the approval of the Transaction and the Transaction Documents to which Holdco is or will be a party, including, for the avoidance of doubt, (a) the approval by the Holdco Board of the issuance on the Closing Date (and conditional on Closing) by a delegate of (i) the Merger Consideration in the form of new Holdco Ordinary Shares and (ii) new Holdco Ordinary Shares and new Holdco Redeemable B Shares following the Merger, both under the authorized share capital of Holdco and pursuant to the Holdco Delegate Resolutions, (b) the approval of the redemption by the Holdco Board immediately after, and conditional upon, the Closing, by a delegate of all the Holdco Redeemable A Shares held by the Company in Holdco, and (c) the approval of the redemption by the Holdco Board immediately after, and conditional upon, the Closing, by a delegate of all the Holdco Redeemable B Shares held by the IFC after the consummation of the Exchange.

"Holdco Delegate Resolutions" means the resolutions taken on the Closing Date by the delegate appointed by the Holdco Board pursuant to the Holdco Board Approval in order to (a) issue on the Closing Date (i) the Merger Consideration in the form of new Holdco Ordinary Shares and (ii) new Holdco Ordinary Shares and new Holdco Redeemable B Shares following the Merger, both under the authorized share capital of Holdco, and (b) redeem the Holdco Redeemable A Shares on the Closing Date and the Holdco Redeemable B Shares immediately after the Closing.

"Holdco Ordinary Shares" means the ordinary shares of Holdco, each having a nominal value in US dollars of $0.01.

"Holdco Organizational Documents" means the Articles of Association of Holdco as amended, modified or supplemented from time to time, including as contemplated by Section 2.05(b).

"Holdco Redeemable A Shares" means the redeemable A shares of Holdco held by the Company, each having a nominal value in US dollars of $0.01.

"Holdco Redeemable B Shares" means the redeemable B shares of Holdco, each having a nominal value in US dollars of $0.01, to be issued to IFC upon consummation of the Exchange.

"Holdco Redeemable Shares" means the Holdco Redeemable A Shares and the Holdco Redeemable B Shares.

"Holdco Requisite Approvals" means the Holdco Board Approval, the Holdco Delegate Resolutions and the Holdco Shareholder Approval, as applicable.

"Holdco Shareholder Approval" means approval of the sole shareholder of Holdco, at an extraordinary general meeting of the sole shareholder of Holdco, to be held in front of a Luxembourg notary prior to the Closing Date to *inter alia* implement (i) a sufficiently large authorized share capital for the issuance of new Holdco Ordinary Shares in the context of the Merger and the issuance of new Holdco Ordinary Shares and Holdco Redeemable B Shares in the context of the Exchange and (ii) the A&R Holdco Organizational Documents as contemplated by Section 2.05(b).

"Holdco Shares" means, collectively, the Holdco Ordinary Shares and Holdco Redeemable Shares.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"IFC" means the International Finance Corporation, an international organization established by Articles of Agreement among its member countries.

"IFC Side Letter Agreement" means that certain Policy Agreement entered into by and between IFC and the Company on the date hereof and effective as of the Closing Date, which shall govern certain obligations of Holdco following the Closing.

"IFRS" means the International Financial Reporting Standards, as issued by the IFRS Foundation and the International Accounting Standards Board.

"Import Control Laws" means import control laws and regulations of any jurisdiction applicable to SPAC, Holdco, Merger Sub or the Company, including those administered by U.S. Customs and Border Protection and U.S. Immigration and Customs Enforcement (19 U.S.C. §§ 1-4454 and 19 C.F.R. §§ 1-199), and any other equivalent or comparable import control laws and regulations of other countries.

"Intellectual Property" means: (a) patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions or reexaminations thereof;

(b) trademarks and service marks, trade dress, logos, trade names, corporate names, brands, slogans, and other source identifiers, and all applications, registrations, and renewals in connection therewith, together with all of the goodwill associated with the foregoing; (c) copyrights, and other works of authorship (whether or not copyrightable), and moral rights, and registrations and applications for registration, renewals and extensions thereof; (d) trade secrets and know-how (including ideas, formulas, compositions, inventions (whether or not patentable or reduced to practice)), customer and supplier lists, improvements, protocols, processes, methods and techniques, research and development information, industry analyses, algorithms, architectures, layouts, drawings, specifications, designs, plans, methodologies, proposals, industrial models, technical data, financial and accounting data (including pricing and cost information), and all other data, databases and database rights; (e) Internet domain names and social media accounts; (f) rights of privacy and publicity and all other intellectual property or proprietary rights of any kind or description recognized under applicable Laws; (g) copies and tangible embodiments of any of the foregoing, in whatever form or medium; and (h) all legal rights arising from items (a) through (f), including the right to prosecute and perfect such interests and rights to sue, oppose, cancel, interfere, and enjoin based upon such interests, including such rights based on past infringement, if any, in connection with any of the foregoing.

"knowledge" or "to the knowledge" of a person means in the case of the Company, the actual knowledge of the persons listed on Schedule A (each, a "Company Knowledge Party") after reasonable inquiry, and in the case of SPAC, the actual knowledge of Juan Sartori, Kyle P. Bransfield and Daniel W. Fink, after reasonable inquiry.

"Law" means any federal, national, state, county, municipal, provincial, local, foreign or multinational, statute, constitution, common law, ordinance, code, decree, order, judgment, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"Leased Real Property" means all real property leased, subleased, licensed or sublicensed by the Company or Company Subsidiaries as tenant, subtenant, licensee or sublicensee together with, to the extent leased, subleased, licensed, or sublicensed by the Company or Company Subsidiaries, all buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances of the Company or Company Subsidiaries relating to the foregoing.

"Lien" means any lien, security interest, mortgage, deeds of trust, pledge, adverse claim, usufruct, option, right of first refusal, right of first offer, charge, claim, equitable interest, easement, encroachment, lease or sublease, or restriction on the right to vote, sell, transfer or otherwise dispose of any capital stock, shares, or other voting securities, or similar encumbrance (other than those created under applicable securities Laws, and not including any license of Intellectual Property).

"Merger Sub Organizational Documents" means the memorandum and articles of association of Merger Sub, in each case, as amended, modified or supplemented from time to time.

"Misrepresentation" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

"Money Laundering" means the acquisition, possession, use, conversion, transfer or concealment of the true nature of property of any description, and legal documents or instruments evidencing title to, or interest in, such property, knowing that such property is an economic advantage from criminal offenses, for the purpose of (a) concealing or disguising the illicit origin of the property or (b) assisting any person who is involved in the commission of the criminal offense as a result of which such property is generated, to evade the legal consequences of such actions.

"Nasdaq" means the Nasdaq Capital Market, the Nasdaq Global Market or the Nasdaq Global Select Market, as may be applicable.

"Open Source Software" means any Software that is licensed pursuant to: (a) any license that is a license now or in the future approved by the open source initiative and listed at http://www.opensource.org/licenses, which licenses include all versions of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL), the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), and the Sun Industry Standards License (SISL); or (b) any license to Software that is considered "free" or "open source software" by the open source foundation or the free software foundation.

"Payment Spreadsheet" means a spreadsheet that shall be delivered by the Company to SPAC pursuant to Section 3.01(b) at least five (5) Business Days prior to the Closing (except as may otherwise be agreed in writing by the Company and SPAC), which shall set forth, (a) the initial allocation of the Exchange Consideration among the Company Shareholders, (b) the adjustment to the allocation of the Exchange Consideration described in (a) of this definition to account for the economic rights of certain Company Shareholders under the Company Shareholders' Agreements, in accordance with the Exchange Agreements and Section 2.01 of the Company Disclosure Schedule, (c) any applicable share premium, and (d) the number of Holdco Shares, as applicable, issuable to each Company Shareholder in connection with the Exchange.

"PCAOB" means the Public Company Accounting Oversight Board and any division or subdivision thereof.

"Permitted Liens" means: (a) such imperfections of title, easements, encumbrances, Liens or restrictions that, individually or in the aggregate, do not materially affect, impair or interfere with the use, ownership, value and maintenance of, or the access to any property affected thereby or the conduct of the business of the Company and/or the Company Subsidiaries; (b) materialmen's, mechanics', carriers', workmen's, warehousemen's, repairmen's, landlord's and other similar Liens arising or incurred in the ordinary course of business to the extent relating to amounts not yet due and payable, or deposits to obtain the release of such Liens; (c) any Liens for Taxes due and not yet payable, or being contested in good faith; (d) zoning, entitlement, conservation restriction and other land use and environmental regulations promulgated by Governmental Authorities; (e) any Liens not created by the Company that affect the underlying fee interest of any leased real property, including master leases or ground leases and any set of facts that an accurate up-to-date survey would show; (f) non-exclusive licenses, sublicenses or other rights to Intellectual Property owned by or licensed to the Company or the Company Subsidiaries granted to any licensee in the ordinary course of business; (g) any non-monetary Liens, encumbrances and restrictions on real property (including easements, covenants, rights of way and similar restrictions of record) that individually or in the aggregate, do not materially affect, impair or interfere with the use, ownership, value and maintenance of or the access to any real property affected thereby or the conduct of the business of the Company and/or the Company Subsidiaries; (h) any Liens identified in the Audited Financial Statements or the 2020 Balance Sheet; or (i) any Liens on leases, subleases, easements, licenses, rights of use, rights to access and rights of way arising from the provisions of such agreements or benefiting or created by any superior estate, right or interest.

"person" means an individual, corporation, partnership, limited partnership, limited liability company, company, syndicate, person (including, without limitation, a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Personal Information" means (a) information related to an identified or identifiable individual (e.g., name, address telephone number, email address, financial account number, government-issued identifier), (b) any other data used or intended to be used or which reasonably allows one to identify, contact, or precisely locate an individual, including any internet protocol address or other persistent identifier, and (c) any other, similar information or data regulated by Privacy/Data Security Laws.

"PIPE" means any private placement or placements of SPAC Ordinary Shares which shall become Holdco Ordinary Shares in connection with the consummation of the Transactions.

"PIPE Investors" means persons that have entered into Subscription Agreements to purchase for cash SPAC Ordinary Shares which shall become Holdco Ordinary Shares in connection with the consummation of the Transactions pursuant to the PIPE Investment on or prior to the Closing Date.

"Privacy/Data Security Laws" means all laws governing the receipt, collection, use, storage, processing, sharing, security, disclosure, or transfer of Personal Information or the security of Company's Business Systems or Business Data.

"Products" mean any products or services, developed, manufactured, performed, licensed, sold, distributed or otherwise made available by or on behalf of the Company or any Company Subsidiary, from which the Company or any Company Subsidiary has derived previously, is currently deriving or is scheduled to derive revenue from the sale or provision thereof.

"Prospectus Regulation" means the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

"Redemption Rights" means the redemption rights provided for in Articles 8 and 48 of the SPAC Articles.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, disposing, or other release into or through the environment, and any abandonment or discarding of barrels, containers, or other closed receptacles containing any Hazardous Substance.

"Restricted Person" means: (a) any individual or entity that is a citizen or resident of, located in, or organized under the laws of, or acting for or on behalf of, a Sanctioned Country; (b) the government of any Sanctioned Country; (c) any government that is the subject or target of restrictions under Sanctions Law; or (d) any individual or entity that is, and/or any entity that is owned or controlled directly or indirectly by, or acts for or on behalf of individuals or entities that are designated, on any of the following lists, as updated, substituted, or replaced from time to time:

(i) the United Nations Security Council's "Consolidated United Nations Security Council Sanctions List";

(ii) the lists of persons subject to Sanctions Laws, as administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC") including, but not limited to, OFAC's "Specially Designated Nationals and Blocked Persons List," the "Foreign Sanctions Evaders," and the "Sectoral Sanctions Identifications List";

(iii) the U.S. Department of Commerce, Bureau of Industry and Security's "Entity List," "Denied Persons List," or "Unverified List";

(iv) the U.S. Department of State's list of debarred parties and lists of individuals and entities that have been designated pursuant to sanctions and/or non-proliferation statutes that it administers and related executive orders;

(v) the European Union Commission's "Consolidated list of persons, groups and entities subject to EU financial sanctions" or individuals or entities that are listed in any Annex to EU Council Regulation 833/2014 (as amended);

(vi) Her Majesty's Treasury of United Kingdom's "Consolidated List of Financial Sanctions Targets in the UK"; and

(vii) any additional list promulgated, designated, or enforced by a Sanctions Authority.

"Sanctionable Activity" means any condition or activity specifically identified under any Sanctions Laws that serves as a basis to designate any person described by such condition or engaged in such activity as a Restricted Person.

"Sanctioned Country" means at any time, a country or territory that is the target of comprehensive economic or trade sanctions under Sanctions Laws. As of the date of this Agreement, Sanctioned Countries include the Crimea Region, Cuba, Iran, North Korea, Syria and Venezuela.

"Sanctions Authority" means (a) the United Nations Security Council; (b) the U.S. Department of the Treasury; (c) the U.S. Department of Commerce; (d) the U.S. Department of State; (e) the European Union Council and/or Commission (including any present or future member state of the European Union with jurisdiction over any Party); (f) Her Majesty's Treasury of the United Kingdom; and (g) any other Governmental Authority with authority to enact Sanctions Laws in any country and/or territory with jurisdiction over any Party.

"Sanctions Laws" means all economic, trade or financial sanctions Laws enacted, adopted, administered, imposed, or enforced from time to time by any Sanctions Authority.

"Software" means all computer software (in object code or source code format), data and databases, and related documentation and materials.

"SPAC Articles" means the Amended and Restated Memorandum and Articles of Association of SPAC, as amended, modified or supplemented from time to time.

"SPAC Material Adverse Effect" means any Effects that, individually or in the aggregate with all other Effects, (a) is or would reasonably be expected to be materially adverse to the business, condition (financial or otherwise), assets, liabilities or operations of SPAC or (b) does or would prevent, materially delay or materially impede the performance by SPAC of its obligations under this Agreement or any of the Ancillary Agreements or the consummation of the Merger or any of the other Transactions; provided, however, that none of the following shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether there has been or will be, a SPAC Material Adverse Effect: (i) any enactment of, change or proposed change in or change in the interpretation of any Law or Accounting Principles; (ii) any downturn in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (iii) acts of war (whether or not declared), sabotage, civil unrest, terrorism, curfews, riots, demonstrations or public disorders, or any escalation or worsening of any such acts of war, sabotage, civil unrest, terrorism, curfews, riots, demonstrations or public disorders, or changes in global, national, regional, state or local political or social conditions; (iv) any hurricane, tornado, flood, earthquake, natural disaster, or other acts of God; (v) Effects arising from or relating to epidemics, pandemics, or disease outbreaks, including COVID-19 or any COVID-19 Measures; (vi) any actions taken or not taken by SPAC as specifically required or permitted by this Agreement or any Ancillary Agreement; (vii) the announcement or execution, pendency, negotiation or consummation of the Merger or any of the other Transactions (including the impact thereof on relationships with Governmental Authorities); (viii) any pending or initiated Action against SPAC or any of its officers or directors, in each case, arising out of or relating to the execution of this Agreement or the Transactions (other than any Action commenced by any Party hereto to enforce its rights under this Agreement or any Ancillary Agreement to which it is a party); (ix) any action taken or not taken by the Company or any of the Company Subsidiaries; or (x) any actions taken, or failures to take action, or such other changes or events, in each case, which the Company has specifically requested or to which it has specifically consented or which actions are specifically contemplated by this Agreement, in each case, except in the cases of clauses (i) through (v), to the extent that SPAC is disproportionately affected thereby as compared with other participants in the industries or geographic areas in which SPAC operates.

"SPAC Ordinary Shares" means SPAC's ordinary shares, par value $0.0001 per share.

"SPAC Organizational Documents" means the SPAC Articles and the Trust Agreement, in each case as amended, modified or supplemented from time to time.

"SPAC Proposals" means proposals made to the SPAC Shareholders pursuant to the SPAC Organizational Documents and applicable Law to approve and adopt (a) this Agreement and the Transactions, including the Merger, (b) the Extension Amendment to the SPAC Articles, and (c) any other proposals the Parties deem in good faith are necessary or desirable to effect the Transactions.

"SPAC Shareholder Approvals" means: (a) with respect to the Merger, a special resolution under Cayman Islands law, being the affirmative vote of a majority of at least two-thirds of the SPAC Shareholders who attend and vote at the SPAC Shareholders' Meeting; and (b) with respect to any other Proposals proposed to the SPAC Shareholders, the requisite approval required under the SPAC Organizational Documents, the Cayman Islands Companies Act or other applicable law.

"SPAC Transaction Expenses" means the reasonable and documented Transaction Expenses of SPAC or any of its affiliates, including (a) any and all Transaction Expenses incurred in the negotiation and preparation of this Agreement, the Ancillary Agreements and the other documents contemplated hereby and thereby and the performance and compliance with all agreements and conditions contained herein and therein, (b) any and all Transaction Expenses incurred in the negotiation, preparation or consummation of the PIPE Investment, including advisory fees and placement fees and (c) the preparation, printing and mailing of the Proxy Statement/Prospectus and the Registration Statement. For the avoidance of doubt, the Parties acknowledge and agree that the SPAC Transaction Expenses (i) include the fees, expenses and disbursements of legal counsel, auditors and accountants, due diligence expenses, advisory and consulting fees and expenses, other third-party fees and any Deferred Fees, and (ii) do not include any expenses incurred by SPAC in its pursuit of potential acquisition or business targets other than the Company or that were not incurred by SPAC in connection with or in furtherance of the Transactions. For the avoidance of doubt, the Parties expressly acknowledge and agree that the fees and expenses set forth on Section 1.01 of the SPAC Disclosure Schedule shall constitute SPAC Transaction Expenses.

"SPAC Transaction Expenses Cap" means $16,500,000.

"SPAC Unit" means a unit comprising one SPAC Ordinary Share and one SPAC Warrant.

"SPAC Warrant Agreement" means that certain warrant agreement, dated as of October 18, 2019, by and between SPAC and the Trustee.

"SPAC Warrants" means warrants to purchase SPAC Ordinary Shares as contemplated under the SPAC Warrant Agreement, with each warrant exercisable for the number of SPAC Ordinary Shares stated in the applicable SPAC Warrant at an exercise price per SPAC Ordinary Share of $11.50.

"Special Purpose IFRS" means IFRS, except for those certain exceptions described in the auditors' report and notes to the Audited Financial Statements.

"Subscription Agreements" means the contracts executed by the PIPE Investors on or before the date hereof in connection with the PIPE Investment.

"subsidiary" or "subsidiaries" of the Company, the Surviving Company, SPAC or any other person means an affiliate controlled by such person, directly or indirectly, through one or more intermediaries.

"Supplier" means any person that supplies inventory or other materials or personal property, components, or other goods or services that are utilized in or comprise the Products of the Company or any of the Company Subsidiaries.

"Tax" or "Taxes" means any and all federal, state, provincial, local and foreign income, profits, franchise, gross receipts, environmental, capital stock, shares, severances, stamp, payroll, sales, employment, unemployment, disability, use, real property, personal property, unclaimed property, withholding, excise, production, value added, occupancy and other taxes, duties or assessments of any nature whatsoever, whenever and wherever imposed, administered, collected or assessed directly or indirectly against or attributable directly or primarily to a company or any other person, together with all interest, fines, costs, charges, surcharges, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions.

"Tax Return" means any returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns, as well as attachments thereto and amendments thereof) required to be supplied to a Tax authority relating to Taxes.

"Termination Agreements" means those certain termination agreements entered into by the Company and one or more of the Company Shareholders and pursuant to which all the Company Shareholders' Agreements and the Company Shareholders' Agreements Liens will automatically expire on or prior to the Closing Date in accordance with the terms thereunder.

"Transaction Documents" means this Agreement, including all Schedules and Exhibits hereto, the Company Disclosure Schedule, the SPAC Disclosure Schedule, the Ancillary Agreements, and all other agreements, certificates and instruments executed and delivered by SPAC, Holdco, Merger Sub or the Company in connection with the Transactions and specifically contemplated by this Agreement.

"Transaction Expenses" means (a) all out-of-pocket fees, costs and expenses (including all fees, costs and expenses of outside counsel, accountants, investment bankers, experts and consultants to a Party and its affiliates and all fees, costs and expenses in connection with newly issued equity and/or debt financing in connection with the Transactions) incurred by a Party or on its behalf in connection with or related to the authorization, preparation, review, negotiation, execution and performance of this Agreement and the other Transaction Documents and consummation of the Transactions, the Proxy Statement/Prospectus, the Registration Statement and the solicitation of the SPAC Shareholders and Company Shareholders and the preparation of any required filings or notices under applicable Antitrust Laws, if any, and (b) the premiums, commissions and other fees paid or payable in connection with obtaining any directors' and officers' "tail" insurance policy.

"Transactions" means the transactions contemplated by the Transaction Documents, including the Exchange and the Merger.

"Transfer Tax" means any sales, use, value-added, business, goods and services, transfer (including any stamp duty or other similar Tax chargeable in respect of any instrument transferring property), documentary, conveyancing or similar Tax or expense or any recording fee, in each case that is imposed as a result of the Transactions, together with any penalty, interest and addition to any such item with respect to such item; provided, however, for the avoidance of doubt, the term Transfer Tax shall not include any income Tax or similar Tax imposed on any direct or indirect equity holder of SPAC, the Company, any Company Subsidiary or Holdco.

"Treasury Regulations" means the United States Treasury regulations issued pursuant to the Code.

"Worker" means any person who personally performs work for the Company but who is not in business on their own account or in a client/customer relationship.

SECTION 1.02 Further Definitions. The following terms have the meaning set forth in the Sections set forth below:

Defined Term	Location of Definition
1915 Law	Recitals
2020 Balance Sheet	§ 4.07(b)
A&R Holdco Organizational Documents	§ 2.05(b)
Action	§ 4.09
Additional SEC Reports	§ 7.04(a)
Agreement	Preamble
Antitrust Laws	§ 8.12(a)
Audited Financial Statements	§ 4.07(a)
Blue Sky Laws	§ 4.05(b)
Cayman Islands Companies Act	Recitals
Certificates	§ 3.03(b)
Claims	§ 7.03
Closing	§ 2.03(b)
Closing Date	§ 2.03(b)
Companies Act Cap. 386	Recitals
Company	Preamble
Company Board	Recitals
Company Disclosure Schedule	Article IV
Company Permits	§ 4.06
Company Plan	§ 4.10(b)
Company Subsidiary	§ 4.01(a)
Confidentiality Agreement	§ 8.03(b)

Defined Term	Location of Definition
Continuing Employees	§ 8.04(a)
D&O Indemnified Party	§ 8.05(a)
D&O Tail Policy	§ 8.05(b)
Data Security Requirements	§ 4.13(h)
Environmental Permits	§ 4.15
ERISA	§ 4.10(a)
ERISA Affiliate	§ 4.10(c)
Exchange	Recitals
Exchange Act	§ 4.23
Exchange Agent	§ 3.03(a)
Exchange Agreements	Recitals
Exchange Consideration	§ 3.02(a)(i)
Exchange Fund	§ 3.03(a)
Exchange Issuance	§ 2.02(b)(i)(A)
First Holdco Auditor Report	§ 9.01(d)
Holdco	Preamble
Holdco Board	Recitals
Holdco Redeemable A Shares Redemption	§ 2.02(b)(i)(D)
Holdco Redeemable B Shares Redemption	§ 2.02(b)(i)(E)
Holdco Warrant	§ 3.05
IFC Redemption Agreement	Recitals
Insurance Policies	§ 4.17(a)
Intended Tax Treatment	§ 2.07
IRS	§ 4.10(b)
Issued Share Capital	§ 4.03(a)
Lease	§ 4.12(a)
Lease Documents	§ 4.12(a)
Letter of Transmittal	§ 3.03(b)
Material Contracts	§ 4.16(a)
Merger	Recitals

Defined Term	Location of Definition
Merger Consideration	§ 3.01(a)(i)
Merger Effective Time	§ 2.03(a)
Merger Issuance	§ 3.01(a)(i)
Merger Sub	Preamble
Merger Sub Board	Recitals
Merger Sub Ordinary Shares	§ 3.01(a)(iii)
Nomination Agreement	Recitals
Outside Date	§ 10.01(b)
Owned Real Property	§ 4.12(a)
Party	Preamble
PCAOB Financials	§ 8.13
PIPE Investment	Recitals
PIPE Investment Amount	Recitals
Plan of Merger	§ 2.03(a)
Plans	§ 4.10(a)
Post-Signing Returns	§ 8.09(c)(ii)(A)
Proxy Statement/Prospectus	§ 8.01(a)
Redemption	§ 8.01(a)
Registration Rights and Lock-Up Agreement	Recitals
Registration Statement	§ 8.01(a)
Remedies Exceptions	§ 4.04
Representatives	§ 8.03(a)
SEC	§ 5.07(a)
Second Holdco Auditor Report	§ 9.01(d)
Securities Act	§ 5.07(a)
SPAC	Preamble
SPAC Board	Preamble
SPAC Disclosure Schedule	Article V
SPAC Investors	Recitals
SPAC Material Contracts	§ 5.17(a)
SPAC SEC Reports	§ 5.07(a)

Defined Term	Location of Definition
SPAC Shareholders	Recitals
SPAC Shareholders' Meeting	§ 8.01(a)
SPAC Warrant Amendment	§ 3.05
Sponsors	Recitals
Surviving Company	§ 2.01
Tail Period	§ 8.05(b)
Terminating Company Breach	§ 10.01(e)
Terminating SPAC Breach	§ 10.01(f)
Transaction Support Agreement	Recitals
Trust Account	§ 5.12
Trust Agreement	§ 5.12
Trust Fund	§ 5.12
Trustee	§ 5.12
UAA	Recitals
UGI	Recitals

SECTION 1.03 Construction. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or words of similar import refer to this Agreement as a whole, including the schedules and exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement, (iv) the terms "Article," "Section," "Schedule" and "Exhibit" refer to the specified Article, Section, Schedule or Exhibit of or to this Agreement, (v) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation", (vi) the word "or" shall be disjunctive but not exclusive, (vii) references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto, (viii) references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation, (ix) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if", (x) references to "dollar", "dollars" or "$" shall be to the lawful currency of the United States, (xi) references to "COL$" shall be to the lawful currency of Colombia, and (xii) the word "shall" and the word "will" indicate a mandatory obligation.

(a) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.

(b) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(c) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under the applicable Accounting Principles.

(d) Whenever this Agreement states that documents or other information have been "made available to" or "provided to" SPAC (including words of similar import), such words shall mean that such documents or information referenced shall have been posted in the Dataroom, or otherwise provided in writing to SPAC and its Representatives, at least two (2) days prior to the date hereof.

ARTICLE II
MERGER; POST-MERGER

SECTION 2.01 The Merger.

Subject to the receipt of the Holdco Requisite Approvals on or before the Merger Effective Time, and upon the terms and conditions set forth in this Agreement, and in accordance with the Cayman Islands Companies Act, at the Merger Effective Time, Merger Sub shall be merged with and into SPAC. As a result of the Merger, the separate existence of Merger Sub shall cease and SPAC shall continue as the surviving company of the Merger (the "Surviving Company"). The consummation of the Merger shall be a condition precedent to the consummation of the Exchange.

SECTION 2.02 Pre-Merger Actions; Post-Merger Actions.

(a) Immediately prior to the consummation of the Merger, SPAC shall consummate the PIPE Investment, including the issuance of SPAC Ordinary Shares contemplated thereby.

(b)

(i) Upon the consummation of the Merger and commencing at the Exchange Effective Time, subject to the receipt of the Company Requisite Approvals, the Holdco Requisite Approvals and the delivery of the Second Holdco Auditor Report, and in accordance with the Holdco Delegate Resolutions;

(A) all the issued and outstanding Company Ordinary Shares held by the Company Shareholders shall be contributed in kind to Holdco, free and clear of all Liens (other than the Company Shareholders' Agreements Liens that will expire on or prior to the Closing Date), and the Company Shareholders shall subscribe and be issued, in accordance with the Exchange Ratio, the aggregate number of Holdco Ordinary Shares and Holdco Redeemable B Shares (as applicable) set forth in Section 2.02 of the Company Disclosure Schedule (the issuance of the Holdco Ordinary Shares and Holdco Redeemable B Shares (as applicable) pursuant to this Section 2.02(b)(i)(A) being the "Exchange Issuance"); provided, however, that no fractional Holdco Ordinary Shares or fractional Holdco Redeemable B Shares shall be issued pursuant to the Exchange;

(B) the Exchange Issuance, including 10,464,612 Holdco Ordinary Shares that shall be subject to escrow in accordance with the Transaction Support Agreement, shall be allocated among the Company Shareholders in accordance with the terms of the Payment Spreadsheet and Exchange Agreements and as further described on Section 2.02 of the Company Disclosure Schedule;

(C) each Company Shareholder shall cease to be the holder of such Company Ordinary Shares and Holdco will be recorded as the registered holder of all the Company Ordinary Shares so exchanged and contributed in kind and will be the legal and beneficial owner thereof;

(D) all the Holdco Redeemable A Shares held by the Company, constituting all the issued and outstanding Holdco Redeemable A Shares, shall be redeemed by Holdco at their nominal value of $0.01 per Holdco Redeemable A Share (the "Holdco Redeemable A Shares Redemption") and held in treasury by Holdco and, upon consummation of the Holdco Redeemable A Shares Redemption, the Company will cease to be the registered shareholder of such Holdco Redeemable A Shares; and

(E) immediately following the Exchange Effective Time, 6,000,000 Holdco Redeemable B Shares held by IFC, constituting all the issued and outstanding Holdco Redeemable B Shares, shall be redeemed by Holdco at their subscription price of $10 per Holdco Redeemable B Share (the "Holdco Redeemable B Shares Redemption") and held in treasury by Holdco. Upon consummation of the Holdco Redeemable B Shares Redemption, IFC will cease to be the registered shareholder of such Holdco Redeemable B Shares.

SECTION 2.03 Closing; Merger Effective Time.

(a) Two Business Days prior to the Closing Date (or any other date agreed in writing by SPAC and the Company), and in accordance with the terms and conditions of this Agreement, the Parties shall execute a plan of merger (the "Plan of Merger") and file the Plan of Merger and other documents required under the Cayman Islands Companies Act to effect the Merger with the Registrar of Companies of the Cayman Islands, in such form as is required by, and executed in accordance with, the relevant provisions of the Cayman Islands Companies Act and mutually agreed by the Parties. The Plan of Merger shall specify that the Merger shall become effective on the date specified as such in a notice to the Registrar of Companies signed by a director of each of SPAC and Merger Sub in accordance with section 234 of the Cayman Islands Companies Act (the "Merger Effective Time"). Once executed and filed, neither Merger Sub nor SPAC shall take any action to terminate or amend the Plan of Merger pursuant to section 235 of the Cayman Islands Companies Act except if such termination or amendment is unanimously approved by the Parties.

(b) On the date of the Merger Effective Time and the Exchange Effective Time, a closing of the Transactions shall be effected remotely by the exchange of documents and signatures in PDF format by electronic mail. The Business Day on which the Merger Effective Time and the Exchange Effective Time occur shall be the "Closing Date" and the closing of the Transactions that occur on the Closing Date shall be referred to as the "Closing".

SECTION 2.04 Effect of the Merger. At the Merger Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the Cayman Islands Companies Act and as set forth in this Agreement, including Article III. Without limiting the generality of the foregoing, and subject thereto, at the Merger Effective Time, pursuant to the Merger, (a) all the property, rights, privileges, immunities, powers, franchises, licenses and authority of Merger Sub shall vest in SPAC as the Surviving Company, (b) all debts, liabilities, obligations, restrictions, disabilities and duties of Merger Sub shall vest in SPAC as the Surviving Company and (c) for purposes of the 1915 Law a contribution-in-kind of the SPAC Ordinary Shares shall be made to Holdco by the SPAC Shareholders through the Merger against issue of the Merger Consideration following a share capital increase realized by Holdco under the authorized share capital (pursuant to the Holdco Delegate Resolutions) by virtue of the foregoing.

Section 2.05 Articles; Organizational Documents.

(a) At the Merger Effective Time, the SPAC Articles, as in effect immediately prior to the Merger Effective Time (except as amended and restated at the Merger Effective Time to read like the memorandum and articles of association of Merger Sub), shall be the memorandum and articles of association of the Surviving Company, until thereafter amended as provided by applicable Law.

(b) Immediately prior to the consummation of the Merger and the Exchange, the general meeting of the sole shareholder of Holdco shall amend and restate the Holdco Organizational Documents such that the Holdco Organizational Documents are in the form set forth on Exhibit B ("A&R Holdco Organizational Documents"), which A&R Holdco Organizational Documents shall remain in effect and shall otherwise not be amended, restated, modified or waived, in whole or in part, through the Merger Effective Time and thereafter shall be the organizational documents of Holdco until amended as provided by applicable Law.

(c) Immediately following the consummation of the Exchange, Holdco shall cause the Company to take such actions and make such filings as are necessary under the Companies Act Cap. 386 to amend and restate the Company Organizational Documents such that the Company Organizational Documents are in the form agreed to by the Parties and provide that (i) the Company Board has the right to decide only daily operational matters, and (ii) the consent of Holdco, in its capacity as the sole shareholder of the Company, is required for significant corporate actions by the Company. The Company Organizational Documents shall remain in effect and shall otherwise not be amended, restated, modified or waived, in whole or in part, through the Merger Effective Time and thereafter shall be the organizational documents of the Company until amended as provided by applicable Law.

SECTION 2.06 Directors and Officers.

(a) The Parties shall cause the directors of the Company Board and the initial officers of the Company immediately following the Exchange Effective Time to be comprised of individuals to be mutually agreed upon by the Parties, each to hold office in accordance with the Company Organizational Documents.

(b) At the Merger Effective Time, the Holdco Board shall be comprised of at least seven (7) directors. The Parties shall cause (including by obtaining the Holdco Requisite Approvals) the directors of the Holdco Board and the initial officers of Holdco as of immediately following the Merger Effective Time to be comprised of the individuals set forth on Exhibit C, each to hold office in accordance with the A&R Holdco Organizational Documents.

(c) The Parties shall cause the initial directors of the Surviving Company and the officers of Surviving Company as of immediately following the Merger Effective Time to be comprised of individuals to be mutually agreed upon by the Parties, each to hold office in accordance with the amended and restated memorandum and articles of association of the Surviving Company.

SECTION 2.07 Tax Treatment of the Exchange and the Merger. The Parties agree that for U.S. federal income tax purposes (and, to the extent applicable, for state and local tax purposes), the Merger and the Exchange Agreement are intended to (a) be undertaken as part of a prearranged, integrated plan and (b) qualify as exchanges described in Section 351 of the Code and the Treasury Regulations promulgated thereunder (and as to the Exchange and the election made pursuant to Section 8.09(c)(iv) of this Agreement, a reorganization under Code Section 368(a)(1)(D)); and (c) completed in consecutive order such that the Merger is completed before the Exchange Effective Time (the "Intended Tax Treatment").

Section 2.08 Withholding. Notwithstanding anything in this Agreement to the contrary, (a) Holdco shall be entitled to deduct and withhold from the Holdco Shares issued as consideration in the Exchange, from the Merger Consideration issued in the Merger, and from any other consideration it issues in connection with this Agreement, such amounts as it is required to deduct and withhold with respect to the issuance of such consideration under the Code or any applicable provision of state, local or foreign Tax law, and (b) any other Party making payments pursuant to this Agreement and the Transactions shall be entitled to deduct and withhold from such payments such amounts as it is required to deduct and withhold pursuant to any applicable provision of U.S. federal, state, local or foreign Tax law; provided that in each case of clause (a) and (b), the Parties shall cooperate and use reasonable best efforts to reduce, minimize or eliminate any applicable withholding to the extent reasonably permitted under applicable Tax law. Without limiting the foregoing, Holdco may give effect to withholding hereunder by withholding any consideration issued in the form of Holdco Shares or other consideration issued in kind, and then selling such portion of Holdco Shares or other consideration issued in kind as it may determine and using the proceeds thereof to satisfy applicable withholding obligations and remitting such proceeds to applicable taxing authorities. To the extent that amounts are deducted or withheld under this Section 2.08, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been issued or paid to the person in respect of which such deduction and withholding was made, and Holdco or any other person deducting or withholding amounts hereunder shall disburse such deducted or withheld amounts to the applicable taxing authorities in accordance with applicable Laws.

ARTICLE III
EXCHANGE

SECTION 3.01 Conversion of Securities.

(a) At the Merger Effective Time, by virtue of the Merger and the Holdco Requisite Approvals, subject to the First Holdco Auditor Report, and without any further action on the part of SPAC, Merger Sub, Holdco or the Company or the holders thereunder:

(i) each SPAC Ordinary Share issued and outstanding immediately prior to the Merger Effective Time shall automatically be exchanged with Holdco (which exchange, for purposes of the 1915 Law, shall include, for the avoidance of doubt, a contribution-in-kind of each such SPAC Ordinary Shares from the holders of SPAC Ordinary Shares to Holdco), against the issue by Holdco (such issuance, the "Merger Issuance"), following a share capital increase realized by Holdco under the authorized share capital (pursuant to the Holdco Delegate Resolutions) and subscribed by the contributing holders of SPAC Ordinary Shares by virtue of the Merger and in accordance with the 1915 Law and the Cayman Islands Companies Act, of one validly issued and fully paid Holdco Ordinary Share (the "Merger Consideration"), delivered by Holdco in accordance with its obligations set forth in Section 3.03;

(ii) upon the Merger Issuance, all SPAC Ordinary Shares shall cease to be outstanding, shall be cancelled and shall cease to exist and (A) each certificate formerly representing each of the SPAC Ordinary Shares and (B) each book-entry account formerly representing each of the uncertificated SPAC Ordinary Shares shall thereafter, in case of both (A) and (B), only represent the Merger Consideration and the right, if any, to receive pursuant to Section 3.03(h) cash in lieu of fractional shares into which such SPAC Ordinary Shares have been exchanged (and contributed-in-kind) pursuant to this Section 3.01 and any distribution or dividend pursuant to Section 3.03(c); and

(iii) each ordinary share, par value $0.0001 per share, of Merger Sub (the "Merger Sub Ordinary Shares") issued and outstanding immediately prior to the Merger Effective Time shall be converted into and exchanged for one (1) validly issued, fully paid and nonassessable ordinary share, par value $0.0001 per share, of the Surviving Company.

SECTION 3.02 Exchange Consideration.

(a) As set forth in the Exchange Agreements:

(i) The valuation of the Company Ordinary Shares contributed to Holdco by the Company Shareholders against new Holdco Shares, as applicable, pursuant to the Exchange shall be deemed to be, as of the Exchange Effective Time, the sum of (A) $971,286,889 and (B) the amount, if any, by which the SPAC Transaction Expenses exceed the SPAC Transaction Expenses Cap (the sum of (A) and (B), collectively, the "Exchange Consideration"). Appendix A sets forth an illustrative calculation of the capitalization of Holdco immediately following the consummation of the Transactions (assuming no Redemptions by the holders of SPAC Ordinary Shares and excluding any Holdco Warrants).

(ii) The Exchange Consideration subscribed for by the Company Shareholders shall be paid in Holdco Ordinary Shares that shall be valued at $10.00 per Holdco Ordinary Share and, in the case of IFC, also in Holdco Redeemable B Shares that shall be valued at $10.00 per Holdco Redeemable B Share. The Holdco Shares making up the Exchange Consideration shall be allocated among the Company Shareholders pursuant to Section 2.02 of the Company Disclosure Schedule and the Payment Spreadsheet.

(b) At least seven (7) Business Days prior to the Closing (except as may otherwise be agreed in writing by the Company and SPAC), SPAC shall cause the Chief Operating Officer of SPAC, solely in his capacity as such, to deliver to the Company a certificate certifying SPAC's good faith estimate of the SPAC Transaction Expenses, including reasonable supporting materials for the amount of each item included in SPAC Transaction Expenses. At least five (5) Business Days prior to the Closing Date (except as may otherwise be agreed in writing by the Company and SPAC), the Company shall cause the Chief Financial Officer of the Company, solely in his or her capacity as such, to deliver to SPAC a certificate certified by such Chief Financial Officer (solely in his or her capacity as such) setting forth: (i) the Company's good faith estimate of the Company Transaction Expenses, including reasonable supporting materials for the amount of each item included in Company Transaction Expenses and (ii) the Payment Spreadsheet.

SECTION 3.03 Exchange of Certificates.

(a) Exchange Agent. On the Closing Date (and after the Merger Effective Time and the consummation of the transactions contemplated by Section 3.01(a)(i), Section 3.01(a)(ii) and Section 3.01(a)(iii)), Holdco shall deposit with a bank or trust company that shall be designated by SPAC and is reasonably satisfactory to the Company (the "Exchange Agent"), for the benefit of the holders of SPAC Ordinary Shares, for exchange in accordance with this Article III, the number of Holdco Ordinary Shares (in uncertificated form or book-entry form) sufficient to deliver the Merger Consideration consisting of the Holdco Ordinary Shares to be issued to the holders of SPAC Ordinary Shares in the Merger pursuant to this Agreement. In addition, Holdco shall deposit, or cause to be deposited, with the Exchange Agent, as necessary from time to time after the Merger Effective Time, (i) any dividends or other distributions payable pursuant to Section 3.03(c) with respect to the Holdco Ordinary Shares issued pursuant to the Merger for any SPAC Ordinary Shares with a record and payment date after the Merger Effective Time and prior to the surrender of such shares and (ii) cash in lieu of any fractional shares payable pursuant to Section 3.03(h) (all such Holdco Ordinary Shares and cash, together with the amount of any dividends or distributions contemplated pursuant to Section 3.03(c), being hereinafter referred to, collectively, as the "Exchange Fund"). Holdco shall cause the Exchange Agent pursuant to irrevocable instructions, to deliver the Merger Consideration out of the Exchange Fund in accordance with this Agreement. Except as contemplated by this Section 3.03 hereof, the Exchange Fund shall not be used for any other purpose. The Exchange Agent shall invest the cash portion of the Exchange Fund as directed by Holdco; provided that such investments shall be in obligations, funds or accounts typical for (including having liquidity typical for) transactions of this nature. To the extent that there are losses or any diminution of value with respect to such investments, or the Exchange Fund diminishes for any other reason below the level required to make prompt cash payment of any dividends or other distributions payable pursuant to Section 3.03(c) and any cash in lieu of any fractional shares payable pursuant to Section 3.03(h), Holdco shall promptly replace or restore the cash in the Exchange Fund lost through such investments or other events so as to ensure that the Exchange Fund is at all times maintained at a level sufficient to make such cash payments. Any interest and other income resulting from such investment shall become a part of the Exchange Fund, and any amounts in excess of the amounts payable under this Section 3.03(a) shall be promptly returned to Holdco.

(b) Exchange Procedures. As promptly as practicable after the Merger Effective Time, Holdco shall use its reasonable best efforts to cause the Exchange Agent to mail to each holder of record of SPAC Ordinary Shares entitled to receive the Merger Consideration pursuant to Section 3.01 a letter of transmittal, which shall be in a form reasonably acceptable to SPAC and the Company (the "Letter of Transmittal") and shall specify (i) that delivery shall be effected, and risk of loss and title to the certificates evidencing such SPAC Ordinary Shares (collectively, the "Certificates") shall pass, only upon proper delivery of the Certificates to the Exchange Agent; and instructions for use in effecting the surrender of the Certificates pursuant to the Letter of Transmittal. Within five (5) Business Days after the surrender to the Exchange Agent of all Certificates held by such holder for cancellation, together with a Letter of Transmittal, duly completed and validly executed in accordance with the instructions thereto and such other documents as may be required pursuant to such instructions, the holder of such Certificates shall be entitled to receive in exchange therefor, and Holdco shall cause the Exchange Agent to deliver (i) the Merger Consideration and (ii) an amount in immediately available funds (or, if no wire transfer instructions are provided, a check) equal to (A) any cash in lieu of fractional shares pursuant to Section 3.03(h) *plus* (B) any unpaid non-stock dividends and any other dividends or other distributions that such holder has the right to receive pursuant to Section 3.03(c) in accordance with the provisions of this Section 3.03, and the Certificates so surrendered shall forthwith be cancelled. No interest will be paid or accrued on any amount payable upon due surrender of the Certificates. Until surrendered as contemplated by this Section 3.03, each Certificate entitled to receive a portion of the Merger Consideration in accordance with Section 3.01 shall be deemed at all times after the Merger Effective Time, as the case may be, to represent only the right to receive upon such surrender the Merger Consideration that such holder is entitled to receive in accordance with the provisions of Section 3.01.

(c) Distributions with Respect to Unexchanged SPAC Ordinary Shares. No dividends or other distributions declared or made after the Merger Effective Time with respect to the SPAC Ordinary Shares with a record date after the Merger Effective Time shall be paid to the holder of any unsurrendered Certificate (if any) with respect to the SPAC Ordinary Shares represented thereby until the holder of such Certificate (if any) shall surrender such Certificate (if any) in accordance with this Section 3.03. Subject to the effect of escheat, tax or other applicable Laws, following surrender of any such Certificate (if any), SPAC shall pay or cause to be paid to the holder of the certificates (if any) representing SPAC Ordinary Shares issued in exchange therefor, without interest, (i) promptly, but in any event within five (5) Business Days of such surrender, the amount of dividends or other distributions with a record date after the Merger Effective Time and theretofore paid with respect to such SPAC Ordinary Shares, and (ii) at the appropriate payment date, the amount of dividends or other distributions, with a record date after the Merger Effective Time but prior to surrender and a payment date occurring after surrender, payable with respect to such SPAC Ordinary Shares.

(d) Merger Consideration as Payment in Full. The Merger Consideration payable upon conversion of the SPAC Ordinary Shares in accordance with the terms of this Section 3.03 shall be deemed to have been paid and issued in full satisfaction of all rights pertaining to such SPAC Ordinary Shares.

(e) Adjustments to Merger Consideration. The Merger Consideration shall be adjusted to reflect appropriately the effect of any stock split or share sub-division, reverse stock split or share consolidation, stock dividend or share capitalization, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to SPAC Ordinary Shares occurring on or after the date hereof and prior to the Merger Effective Time.

(f) Termination of Exchange Fund. Any portion of the Exchange Fund that remains undistributed to the holders of SPAC Ordinary Shares with respect to the Merger Consideration for one year after the Merger Effective Time shall be delivered to Holdco, and any holders of SPAC Ordinary Shares who have not theretofore complied with this Section 3.03 shall thereafter look only to Holdco for the Merger Consideration. Any portion of the Exchange Fund with respect to the Merger Consideration remaining unclaimed by holders of SPAC Ordinary Shares, as may be applicable, as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any government entity shall, to the extent permitted by applicable Law, become the property of Holdco free and clear of any claims or interest of any person previously entitled thereto.

(g) No Liability. None of the Exchange Agent, SPAC, Holdco, Company, the Surviving Company or any of their respective affiliates shall be liable to any holder of SPAC Ordinary Shares for any such SPAC Ordinary Shares (or dividends or distributions with respect thereto) or cash delivered to a public official pursuant to any abandoned property, escheat or similar Law in accordance with this Section 3.03.

(h) Fractional Shares. Notwithstanding any other provision of this Agreement, no fractional shares of Holdco Ordinary Shares will be issued, and any holder of SPAC Ordinary Shares entitled to receive a fractional share of Holdco Ordinary Shares but for this Section 3.03(h) shall be entitled to receive a cash payment in lieu thereof, which payment shall be calculated by the Exchange Agent and shall represent such holder's proportionate interest in a share of Holdco Ordinary Shares based on the Average SPAC Share Price.

(i) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact or an appropriate indemnity for lost share certificate by the person claiming such Certificate to be lost, stolen or destroyed, the Exchange Agent will deliver in exchange for such lost, stolen or destroyed Certificate, the Merger Consideration, as the case may be, that such holder is otherwise entitled to receive pursuant to, and in accordance with, the provisions of Section 3.01.

SECTION 3.04 Stock Transfer Books. At the Merger Effective Time, following the recordation of the Transactions in the share records of Holdco, the register of members of SPAC shall be closed and there shall be no further registration of transfers of SPAC Ordinary Shares thereafter on the records and registers of SPAC. From and after the Merger Effective Time, the holders of Certificates (if any) representing SPAC Ordinary Shares outstanding immediately prior to the Merger Effective Time shall cease to have any rights with respect to such SPAC Ordinary Shares, except as otherwise provided in this Agreement or by applicable Law. On or after the Merger Effective Time, any Certificates (if any) presented to the Exchange Agent or Holdco for any reason shall be converted into the Merger Consideration in accordance with the provisions of Section 3.01.

SECTION 3.05 SPAC Warrants. At the Merger Effective Time, each SPAC Warrant that is outstanding immediately prior to the Merger Effective Time shall, pursuant to the SPAC Warrant Agreement, cease to represent a right to acquire one (1) SPAC Ordinary Shares and shall be converted in accordance with the terms of such SPAC Warrant Agreement, at the Merger Effective Time, into a right to acquire one Holdco Ordinary Share (a "Holdco Warrant" and collectively, the "Holdco Warrants") on substantially the same terms as were in effect immediately prior to the Merger Effective Time under the terms of the SPAC Warrant Agreement. SPAC shall take all lawful action to effect the aforesaid provisions of this Section 3.05, including causing the SPAC Warrant Agreement to be amended or amended and restated to the extent necessary to give effect to this Section 3.05, including adding Holdco as a party thereto, such amendment to be in substantially the form attached hereto as Exhibit E (the "SPAC Warrant Amendment").

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company's disclosure schedule (it being understood and agreed that information disclosed in any section of the Company Disclosure Schedule shall be deemed to be disclosed with respect to any other section of the Company Disclosure Schedule to which such disclosure would reasonably pertain or if its relevance to such other section is reasonably apparent on the face of such disclosure) delivered by Company in connection with this Agreement (the "Company Disclosure Schedule"), the Company hereby represents and warrants to SPAC, Holdco and Merger Sub as follows:

SECTION 4.01 Organization and Qualification; Subsidiaries.

(a) The Company and each subsidiary of the Company (each, a "Company Subsidiary") is a corporation or other organization duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization (insofar as such concept exists in such jurisdiction), except for Holdco and Merger Sub, and has the requisite corporate or other organizational power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted, except for Holdco and Merger Sub. Except as set forth on Section 4.01(a) of the Company Disclosure Schedule, the Company and each Company Subsidiary, except for Holdco and Merger Sub, (i) has all necessary governmental approvals to own, lease and operate its properties and assets and to carry on its business as it is now being conducted, (ii) is duly qualified or licensed as a foreign corporation or other organization to do business where the character of the properties or assets owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary pursuant to applicable Law, and (iii) is in good standing, in each jurisdiction (insofar as such concept exists in such jurisdiction) where the character of the properties or assets owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to have such governmental approval or be so qualified or licensed or in good standing would not have a Company Material Adverse Effect.

(b) A true and complete list of all the Company Subsidiaries, together with the jurisdiction of organization or incorporation of each Company Subsidiary and the percentage of the outstanding capital stock of each Company Subsidiary owned by the Company and each other Company Subsidiary, in each case, as of the date hereof, is set forth in Section 4.01(b) of the Company Disclosure Schedule. Except with respect to the Company Subsidiaries, the Company does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any other corporation, partnership, joint venture or business association or other entity.

SECTION 4.02 Organizational Documents. The Company has prior to the date of this Agreement made available to SPAC a complete and correct copy of the memorandums of association, articles of association, certificates of incorporation, certificates of formation, by-laws, operating agreements and equivalent organizational documents, as applicable, each as amended to date, of the Company and each Company Subsidiary, except for Holdco and Merger Sub. Such memorandums of association, articles of association, certificates of incorporation, certificates of formation, by-laws, operating agreements, registration statements and equivalent organizational documents are in full force and effect. The Company and each Company Subsidiary, except for Holdco and Merger Sub, is in all material respects in compliance with all the provisions of their respective memorandum of association, articles of association, certificates of incorporation, certificates of formation, by-laws, operating agreements, registration statements or equivalent organizational documents.

SECTION 4.03 Capitalization.

(a) As of the date hereof, the Company has an issued share capital of $2,904,145, divided into 2,904,145 shares of $1.00 per share, each fully paid-up (the "Issued Share Capital"). The authorized share capital of the Company, including its Issued Share Capital, consists of $2,925,661, divided into 2,925,661 shares of $1.00 per share. Other than pursuant to the Transaction Documents, Company Shareholders' Agreements, respective organizational documents of the Company and Company Subsidiaries, and applicable Law, there are no other options, warrants, preemptive rights, calls, convertible securities, conversion rights or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of the Company or any Company Subsidiary (excluding Holdco and Merger Sub) or obligating the Company or any Company Subsidiary (excluding Holdco and Merger Sub) to issue or sell any shares of capital stock of, or other equity interests in, the Company or any Company Subsidiary. Neither the Company nor any Company Subsidiary (excluding Holdco and Merger Sub) is a party to, or otherwise bound by, and neither the Company nor any Company Subsidiary (excluding Holdco and Merger Sub) has granted, any equity appreciation rights, participations, phantom equity or similar rights, other than the Company Shareholders' Agreements Liens that will expire on or prior to the Closing Date. Other than pursuant to the Transaction Documents and the Company Shareholders' Agreements that will expire on or prior to the Closing Date, there are no voting trusts, voting agreements, proxies, shareholder agreements or other similar agreements with respect to the voting or transfer of the Company Ordinary Shares or any of the equity interests or other securities of the Company or any of the Company Subsidiaries (excluding Holdco and Merger Sub). The Company does not own any equity interests in any person, other than the Company Subsidiaries.

(b) Other than pursuant to the Company Organizational Documents, the respective organizational documents of the Company Subsidiaries, the Company Shareholders' Agreements or the Transaction Documents, there are no outstanding contractual obligations of the Company or any Company Subsidiary to repurchase, redeem or otherwise acquire any Company Ordinary Shares or any capital stock of any Company Subsidiary (excluding Holdco and Merger Sub) or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any person other than a Company Subsidiary (excluding Holdco and Merger Sub).

(c) Each outstanding share of capital stock of each Company Subsidiary (excluding Holdco and Merger Sub) is duly authorized, validly issued, fully paid and nonassessable (insofar as such concept exists in such jurisdiction), and, except as set forth in Section 4.03(c) of the Company Disclosure Schedule, each such share is owned by the Company or another Company Subsidiary free and clear of all Liens, other than transfer restrictions under applicable Laws and their respective organizational documents.

(d) The Company Shareholders collectively own directly and beneficially and of record, all the equity of the Company (which are represented by the issued Company Ordinary Shares). Except as set forth in Section 4.03(d) of the Company Disclosure Schedule and Company Shareholders' Agreements Liens that will expire on or prior to the Closing Date, and except for the shares of the Company held by the Company Shareholders, no shares or other equity or voting interest of the Company, or options, warrants or other rights to acquire any such shares or other equity or voting interest, of the Company is authorized or issued.

(e) All issued Company Ordinary Shares and all issued shares of capital stock or other equity securities (as applicable) of each Company Subsidiary (excluding Holdco and Merger Sub) have been issued and granted in compliance with (i) applicable securities Laws and other applicable Laws and (ii) any preemptive rights and other similar requirements set forth in applicable contracts to which the Company or any Company Subsidiary is a party.

SECTION 4.04 Authority Relative to this Agreement. The Company has all necessary power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery by the Company of this Agreement and the Ancillary Agreements to which it is a party and the consummation by the Company of the Transactions have been duly and validly authorized by all necessary corporate action and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement, each such Ancillary Agreement or to consummate the Transactions (other than the approval of the Exchange, the filing and recordation of appropriate documents as required by Cayman Islands Companies Act, the 1915 Law or the Companies Act Cap. 386, as the case may be, and approval of the amended and restated Company Organizational Documents by Holdco as the sole shareholder of the Company following the Exchange as contemplated by Section 2.05(c)). This Agreement and each such Ancillary Agreement have been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by SPAC, Holdco and Merger Sub, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, by general equitable principles (the "Remedies Exceptions"). To the knowledge of the Company, no state, provincial, federal, domestic or foreign takeover statute is applicable to the Transactions, except as otherwise contemplated herein.

SECTION 4.05 No Conflict; Required Filings and Consents.

(a) The execution and delivery by the Company of this Agreement and each Ancillary Agreement to which it is a party does not, and subject to receipt of the filing and recordation of documents in connection with the Merger and the Exchange, as required by the Cayman Islands Companies Act, the 1915 Law or the Companies Act Cap. 386, and of the consents, approvals, authorizations or permits, filings and notifications contemplated by Section 4.05(a) of the Company Disclosure Schedule, the performance of this Agreement and each such Ancillary Agreement by the Company will not (i) conflict with or violate the memorandum of association, articles of association, registration statement, certificate of incorporation or by-laws or any equivalent organizational documents of the Company or any Company Subsidiary (excluding Holdco and Merger Sub), (ii) conflict with or violate any Law applicable to the Company or any Company Subsidiary (excluding Holdco and Merger Sub) or by which any property or asset of the Company or any Company Subsidiary (excluding Holdco and Merger Sub) is bound or affected, or (iii) result in any breach of or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien (other than any Permitted Lien) on any property or asset of the Company or any Company Subsidiary (excluding Holdco and Merger Sub) pursuant to, any Material Contract, except with respect to clauses (a)(ii) and (a)(iii) for any such conflicts, violations, breaches, defaults or other occurrences which would not have a Company Material Adverse Effect.

(b) The execution and delivery by the Company of this Agreement and each Ancillary Agreement to which it is a party does not, and the performance of this Agreement by the Company will not, require any consent, approval, authorization or permit of, or filing with or notification to, a Governmental Authority, other than as contemplated by Section 4.05(b) of the Company Disclosure Schedule, and except (i) for applicable requirements, if any, of the Securities Act, the Exchange Act, state securities or "blue sky" laws ("Blue Sky Laws") and state takeover Laws, rules and regulations of Nasdaq, the notification requirements of applicable Antitrust Laws, if any, and filing and recordation of appropriate documents in connection with the Merger and the Exchange or other documents as required by the Cayman Islands Companies Act, the 1915 Law or the Companies Act Cap. 386, and (ii) as and where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not, individually or in the aggregate, prevent or materially delay consummation of any of the Transactions or otherwise prevent the Company from performing its material obligations under this Agreement and each such Ancillary Agreement.

SECTION 4.06 Permits; Compliance. Except as set forth in Section 4.06 of the Company Disclosure Schedule, each of the Company and the Company Subsidiaries (excluding Holdco and Merger Sub) is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for each of the Company or the Company Subsidiaries to own, lease and operate its properties or to carry on its business as it is now being conducted (including, without limitation, as applicable, all such permits, licenses, approvals, consents and other authorizations required by the Food and Drug Administration or any other federal, state, local or foreign agencies or bodies engaged in the regulation of clinical or preclinical studies, pharmaceuticals, biologics, biohazardous substances or activities related to the business now operated by the Company and its Subsidiaries) (the "Company Permits"), except where the failure to have such Company Permits would not reasonably be expected to have a Company Material Adverse Effect. No suspension or cancellation of any of the Company Permits is pending or, to the knowledge of the Company, threatened in writing. Except as set forth in Section 4.06 of the Company Disclosure Schedule, neither the Company nor any Company Subsidiary (excluding Holdco and Merger Sub) is in conflict with, or in default, breach or violation of, (a) any Law applicable to the Company or any Company Subsidiary or by which any property or asset of the Company or any Company Subsidiary is bound or affected, or (b) any Company Permit, except for any such conflicts, violations, breaches, defaults or other occurrences which would not have a Company Material Adverse Effect. Neither the Company nor any Company Subsidiary (excluding Holdco and Merger Sub) has received during the three (3) years preceding the date of this Agreement any written notices from any Governmental Authority alleging violation of any applicable Laws, except for any violations which would not, individually or in the aggregate, result in a Company Material Adverse Effect.

SECTION 4.07 Financial Statements.

(a) The Company has made available to SPAC true and complete copies of the audited consolidated balance sheet of the Company and the Company Subsidiaries as of December 31, 2018 and December 31, 2019, and the related audited consolidated statements of operations and cash flows of the Company and the Company Subsidiaries for each of the years then ended (collectively, the "Audited Financial Statements"), which are attached as Section 4.07(a) of the Company Disclosure Schedule. Each of the Audited Financial Statements (including the notes thereto) (i) was prepared in accordance with Special Purpose IFRS applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (ii) fairly presents, in all material respects, the financial position, results of operations and cash flows of the Company and the Company Subsidiaries as of the date thereof and for the period indicated therein, except as otherwise noted therein.

(b) The Company has made available to SPAC a true and complete copy of the consolidated unaudited balance sheet of the Company and the Company Subsidiaries as of December 31, 2020 (the "2020 Balance Sheet"), and the related unaudited consolidated statements of operations and cash flows of the Company and the Company Subsidiaries for the 12-month period then ended, which are attached as Section 4.07(b) of the Company Disclosure Schedule. Such unaudited financial statements were prepared in accordance with IFRS applied on a consistent basis throughout the periods indicated (except for the omission of footnotes and subject to year-end adjustments) and fairly present, in all material respects, the financial position, results of operations and cash flows of the Company and the Company Subsidiaries as of the date thereof and for the period indicated therein, except as otherwise noted therein and subject to normal and recurring year-end adjustments and the absence of notes. Additionally, the Company has made available to SPAC a proforma and illustrative consolidated unaudited balance sheet of the Company and the Company Subsidiaries as of December 31, 2020 which excludes liabilities of the Company and the Company Subsidiaries arising under the Company Shareholders' Agreements, including the Company Shareholders' Agreements Liens, that will be automatically terminated on or prior to the Closing Date in accordance with the terms of the Termination Agreements. This proforma and illustrative balance sheet is also attached under Section 4.07(b) of the Company Disclosure Schedule and, for the avoidance of doubt, is not subject to any of the representations and warranties in this Agreement, including those set forth under this Section 4.07(b).

(c) Except as and to the extent set forth on the Audited Financial Statements or the 2020 Balance Sheet, neither the Company nor any Company Subsidiary has any liability or obligation of a nature (whether accrued, absolute, contingent or otherwise) required to be reflected on a balance sheet prepared in accordance with the Accounting Principles except for (i) liabilities that were incurred in the ordinary course of business or in connection with the Transactions since December 31, 2020, (ii) obligations for future performance under any contract to which the Company or any Company Subsidiary is a party or (iii) any other liabilities and obligations which would not, individually or in the aggregate, result in a Company Material Adverse Effect.

(d) During the three (3) years preceding the date of this Agreement, (i) neither the Company nor any Company Subsidiary nor, to the Company's knowledge, any director, officer, employee, auditor, accountant or Representative of the Company or any Company Subsidiary, has received or otherwise had or obtained knowledge of any written complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods of the Company or any Company Subsidiary or their respective internal accounting controls, including any such written complaint, allegation, assertion or claim that the Company or any Company Subsidiary has engaged in questionable accounting or auditing practices, and (ii) there have been no internal investigations regarding accounting or revenue recognition discussed with, reviewed by or initiated at the direction of the chief executive officer, chief financial officer, general counsel, the Company Board or any committee thereof.

(e) To the knowledge of the Company, no employee of the Company or any Company Subsidiary has provided during the three (3) years preceding the date of this Agreement or is providing information to any law enforcement agency regarding the commission or possible commission of any crime under applicable Law. None of the Company, any Company Subsidiary or, to the knowledge of the Company, any officer, employee, contractor, subcontractor or agent of the Company or any such Company Subsidiary has discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against an employee of the Company or any Company Subsidiary in the terms and conditions of employment because of any act of such employee described in 18 U.S.C. sec. 1514A(a).

(f) The Company and each Company Subsidiary, individually or together with other Company Subsidiaries, maintains systems of internal control over financial reporting that are sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with the Accounting Principles, including policies and procedures sufficient to provide reasonable assurance: (i) that the Company and each Company Subsidiary maintains records that in reasonable detail accurately and fairly reflect, in all material respects, its transactions and dispositions of assets; (ii) that transactions of the Company and each Company Subsidiary are recorded as necessary to permit the preparation of financial statements in conformity with the Accounting Principles; (iii) that receipts and expenditures of the Company and each Company Subsidiary are being made only in accordance with authorizations of management and its board of directors; and (iv) regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of the Company and each Company Subsidiary that could have a material effect on its financial statements. The Company has delivered to SPAC a true and complete copy of any disclosure (or, if unwritten, a summary thereof) by any representative of the Company to the Company's independent auditors during the three (3) years preceding the date of this Agreement and relating to any material weaknesses in internal controls and any significant deficiencies in the design or operation of internal controls that would adversely affect the ability of the Company or any Company Subsidiary to record, process, summarize and report financial data. The Company has no knowledge of any fraud or whistle-blower allegations, whether or not material, that involve management or other employees or consultants who have or had a significant role in the internal control over financial reporting of the Company or any Company Subsidiaries. Since December 31, 2018, there have been no material changes in the Company's or any of Company Subsidiary's internal control over financial reporting.

SECTION 4.08 Absence of Certain Changes or Events. Since December 31, 2020 and prior to the date of this Agreement, except as otherwise reflected in the Audited Financial Statements or the 2020 Balance Sheet, actions or omissions taken as a result of COVID-19 and COVID-19 Measures, or in connection with the Transactions or as expressly contemplated or permitted by this Agreement or any Ancillary Agreement, (a) the Company and the Company Subsidiaries have conducted their respective businesses in the ordinary course and in a manner consistent with past practice in all material respects, (b) the Company and the Company Subsidiaries have not sold, assigned or otherwise transferred any right, title, or interest in or to any of their material assets (including Intellectual Property and Business Systems) other than non-exclusive licenses or assignments or transfers in the ordinary course of business, (c) there has not been any Company Material Adverse Effect, and (d) none of the Company or any Company Subsidiary has taken any action that, if taken after the date of this Agreement, would constitute a material breach of any of the covenants set forth in Section 7.01.

SECTION 4.09 Absence of Litigation. Except as otherwise set forth in Section 4.09 of the Company Disclosure Schedule, as of the date hereof, there is no material litigation, proceeding, cause of action, lawsuit, audit, assessment or reassessment, petition, complaint, charge, grievance, prosecution, demand, hearing, written notice, inquiry, investigation, subpoena, summons, inspection, or administrative or other similar proceeding, mediation or arbitration (including any appeal or application for review) of any kind or nature, in law or in equity (an "Action"), pending or, to the knowledge of the Company, threatened in writing against the Company or any Company Subsidiary, or any property or asset of the Company or any Company Subsidiary, before any Governmental Authority where the losses or damages claimed against the Company or any Company Subsidiary exceed $1,000,000. As of the date hereof, neither the Company nor any Company Subsidiary nor any material property or asset of the Company or any Company Subsidiary is subject to any continuing material order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of the Company, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority.

Section 4.10 Employee Benefit Plans**.**

(a) Other than mandatory benefits or plans regarding Employers or Workers under applicable Law, Section 4.10(a) of the Company Disclosure Schedule sets forth a true and complete list of all employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder ("ERISA")) and all other bonus, stock option, stock purchase, restricted stock, equity or equity-based, incentive, deferred compensation, retiree medical or life insurance, retirement, supplemental retirement, severance, retention, separation, change in control, health, welfare, fringe benefit, sick pay and vacation plans or arrangements or other material employee benefit plans, programs, ex gratia promises, policies, agreements or arrangements, whether or not subject to ERISA, whether formal or informal, whether written or oral, in each case which are maintained, sponsored by, or contributed to by (or for which there is an obligation to contribution to by) the Company or any Company Subsidiary for the benefit of any current or former employee, officer, director, individual independent contractor and/or consultant, or with respect to which the Company or any Company Subsidiary has or could incur any present or future liability (contingent or otherwise) (collectively, the "Plans").

(b) With respect to each Plan sponsored by the Company or any Company Subsidiary (each, a "Company Plan"), the Company has made available to SPAC, if applicable (i) a true and complete copy of the current plan document and all amendments thereto and each trust or other funding arrangement, (ii) copies of the most recent summary plan description and any summaries of material modifications, (iii) if applicable, a copy of the most recent filed Internal Revenue Service ("IRS") Form 5500 annual report and accompanying schedules, (iv) copies of the most recently received IRS determination or opinion letter for each such Company Plan, and (v) any material non-routine correspondence from any Governmental Authority with respect to any Company Plan within the past three (3) years.

(c) None of the Plans is or was within the past six (6) years, nor does the Company, any Company Subsidiary nor any of their respective ERISA Affiliates have or reasonably expect to have any material liability or obligation under (i) a multiemployer plan (within the meaning of Sections 3(37) or 4001(a)(3) of ERISA), or (ii) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA, Section 412 of the Code or Section 302 of ERISA or any other plan that is subject to Title IV of ERISA. For purposes of this Agreement, "ERISA Affiliate" shall mean any trade, business or any person that, together with the Company or any Company Subsidiary, is treated as a "single employer" for purposes of Section 4001(b)(1) of ERISA and/or Section 414(b),(c), (m) or (o) of the Code.

(d) Neither the execution and delivery of this Agreement nor the other Ancillary Agreements nor the consummation of the Transactions will or could reasonably be expected to (alone or in combination with any other event) (i) result in (A) an increase in the amount of compensation or benefits to or in respect of any current or former employee, officer, director, individual independent contractor or consultant; (B) any payment or benefit becoming due to or in respect of any current or former employee, officer, director, individual independent contractor and/or consultant; (C) the acceleration of the vesting, funding or timing of payment of any compensation or benefits payable to or in respect of any current or former employee, officer, director, individual independent contractor or consultant; or (D) any increased or accelerated funding obligation with respect to any Plan; (ii) limit the right to merge, amend or terminate any Plan; or (iii) give rise to any "excess parachute payment" within the meaning of Section 280G of the Code. Neither the Company nor any Company Subsidiary has any indemnity or gross-up obligation for any Taxes imposed under Section 4999 or Section 409A of the Code or otherwise.

(e) None of the Plans provide for, nor does the Company nor any Company Subsidiary have or reasonably expect to have any material liability or obligation to provide any post-employment or post-service health or welfare benefits or retiree medical or life insurance to any current or former employee, officer, director, individual independent contractor or consultant of the Company or any Company Subsidiary after termination of employment or service except (i) as set forth in any existing employment or severance agreement or (ii) as may be required under applicable Law, including under Section 4980B of the Code and Parts 6 and 7 of Title I of ERISA or similar applicable Law for which the covered individual pays the full cost of coverage.

(f) In all material respects, (i) each Company Plan is and has been established, maintained and administered in accordance with its terms and in compliance with the requirements of all applicable Laws including, without limitation, as applicable, ERISA and the Code, and (ii) other than routine claims for benefits in the ordinary course of business, no actions, litigation, claims, lawsuits, audits, inquiries, arbitrations, investigations, or proceedings are pending or, to the knowledge of Company, threatened, from any Governmental Authority in connection with any Company Plan or by or on behalf of any participant in any Company Plan, or otherwise involving or relating to any Company Plan or the assets of any Company Plan or any trust thereunder or the plan sponsor or plan administrator of any Company Plan (acting in such individual's capacity as plan sponsor or plan administrator).

(g) Each Company Plan that is intended to be qualified under Section 401(a) of the Code, if any, and any trust forming any part thereof, (i) has timely received a favorable determination letter from the IRS or (ii) is entitled to rely on a favorable opinion letter from the IRS, and to the knowledge of Company, nothing has occurred that would reasonably be expected to result in any revocation of, or an adverse material change to, such determination or opinion letter or otherwise adversely affect the qualified status of such plan or exempt status of such trust.

(h) Except as would not result in material liability to the Company and the Company Subsidiaries, taken as a whole, either individually or in the aggregate, (i) there has not been any non-exempt prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) nor any reportable events (within the meaning of Section 4043 of ERISA) with respect to any Plan to which such sections of ERISA or the Code would apply, and (ii) there have been no acts or omissions by the Company or any Company Subsidiary with respect to any Plan that have given or could reasonably be expected to give rise to any fines, penalties, taxes or related charges under ERISA, the Code or other applicable Law.

(i) All material liabilities or expenses of the Company or any Company Subsidiary in respect of any Company Plan which have not been paid have been properly accrued on the Company's or any Company Subsidiary's most recent financial statements in compliance with the Accounting Principles. With respect to each Company Plan, all material contributions or payments (including all material employer contributions, employee salary reduction contributions, defined benefit plan contributions deferred under the Coronavirus Aid, Relief, and Economic Security Act of 2020, Pub. L. 116-136 (the "CARES Act") and premium or benefit payments) that are due or are required to be made under the terms of any Company Plan or in accordance with applicable Laws have been made within the time periods prescribed by the terms of each such Company Plan, ERISA, the Code and applicable Laws, as the case may be, except as would not result in material liability to the Company, and all such contributions or payments that are not yet due or required to be made under the terms of any Company Plan or in accordance with applicable Laws have been properly accrued in accordance with the Accounting Principles, applied on a consistent basis, and reflected on the Company's or any Company Subsidiary's audited financial statements.

Section 4.11 Labor and Employment Matters.

(a) As of the date hereof, except as would not be material to the Company or any Company Subsidiary, individually or in the aggregate, all compensation, including wages, commissions and bonuses, due and payable to all Employees of the Company and any Company Subsidiary for services performed on or prior to the date hereof have been paid in full (or accrued in full in the Company's financial statements).

(b) (i) Except as otherwise set forth in Section 4.11(b) of the Company Disclosure Schedule, there are no Actions pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary by any of their respective current or former Employees, independent contractors, applicants for employment, or any class of the foregoing, which Actions would be material to the Company and the Company Subsidiaries, taken as a whole; (ii) neither the Company nor any Company Subsidiary is, nor have been during the three (3) years preceding the date of this Agreement, a party to, bound by, or negotiating any collective bargaining agreement or other contract with a union, works council or labor organization applicable to persons employed by the Company or any Company Subsidiary, nor, to the knowledge of the Company, are there any activities or proceedings of any labor union to organize any such employees; (iii) there are no material unfair labor practice complaints pending against the Company or any Company Subsidiary before the National Labor Relations Board; and (iv) during the three (3) years preceding the date of this Agreement, there has never been, nor, to the knowledge of the Company, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting, or, to the knowledge of the Company, threatened, by or with respect to any employees of the Company or any Company Subsidiary.

(c) The Company and the Company Subsidiaries are and have been during the three (3) years preceding the date of this Agreement in compliance in all material respects with all applicable Laws relating to the employment, employment practices, employment discrimination, terms and conditions of employment, mass layoffs and plant closings, immigration, pay equity, workers' compensation, family and medical leave, and occupational safety and health requirements, including those related to wages, hours, collective bargaining and the payment and withholding of taxes and other sums as required by the appropriate Governmental Authority.

(d) To the Company's knowledge, the Company and the Company Subsidiaries are in all material respects in compliance with any Laws, recommendations or guidance issued by any applicable Governmental Authority relating in any way to the work of Employees and/or procedures for returning to work for Employees with respect to COVID-19.

(e) Except as set forth in Section 4.11(e) of the Company Disclosure Schedule, to the Company's knowledge, (i) no Employee, Worker or independent contractor of the Company or any Company Subsidiary is in violation of any term of any employment contract, consulting contract, non-disclosure agreement, common law non-disclosure obligation, noncompetition agreement, non-solicitation agreement, proprietary information agreement or any other agreement with a third party relating to confidential or proprietary information, intellectual property, competition, or related matters; and (ii) the continued employment by the Company and the Company Subsidiaries of their respective Employees, and the performance of the contracts with the Company and the Company Subsidiaries by their respective Workers and independent contractors, will not result in any such violation. Neither the Company nor any of the Company Subsidiaries has received any notice from a Governmental Authority alleging that any such violation has occurred during the three (3) years preceding the date of this Agreement.

SECTION 4.12 Real Property; Title to Assets.

(a) Section 4.12(a) of the Company Disclosure Schedule lists the street address of each parcel of Leased Real Property, and also identifies with respect to each Leased Real Property, each lease, sublease, license or other contractual arrangement under which such Leased Real Property is occupied or used (each, a "Lease"), including the date of and legal name of each of the parties to such Lease, and each guaranty, amendment, restatement, modification or supplement thereto (collectively, the "Lease Documents") and lists all of the material real property owned by the Company or any Company Subsidiary (the "Owned Real Property"). True, correct and materially complete copies of all Lease Documents have been made available to SPAC.

(b) The Leased Real Property and the Owned Real Property constitutes all material interests in real property currently used, occupied or held for use in connection with the business of the Company and/or Company Subsidiaries and necessary for the continued operation of the business of the Company and/or the Company Subsidiaries, as applicable. The Leased Real Property and the Owned Real Property, including all buildings, fixtures and other improvements constituting a part thereof, is in good operating condition, except for ordinary wear and tear, without material structural defects and is in all material respects suitable, sufficient and appropriate for its current and contemplated uses. No Leased Real Property is subject to any sublease, license or right of occupancy in favor of any third party.

(c) The Company and/or the applicable Company Subsidiary has a valid, binding and enforceable, subject to the Remedies Exceptions, leasehold interest under each of the Leases, free and clear of all Liens other than Permitted Liens. Except as set forth in Section 4.12(c) of the Company Disclosure Schedule, the Company and the Company Subsidiaries have good and marketable title to all Owned Real Property, free and clear of all Liens, other than Permitted Liens. Each Lease is in full force and effect and is the valid, binding and enforceable, subject to the Remedies Exceptions, obligation of each party thereto in accordance with its terms. The Company and/or the applicable Company Subsidiary has accepted possession of each individual Leased Real Property and is currently occupying and using same in all material respects pursuant to the terms of the applicable Lease. None of the Company nor any of the Company Subsidiaries, nor to the Company's knowledge, any other party to any Lease is in material breach or material violation of, or default under, any such Lease.

(d) Except as set forth in Section 4.12(d) of the Company Disclosure Schedule, there are no contractual or legal restrictions that preclude or restrict the ability of the Company or any Company Subsidiary to use any Leased Real Property or Owned Party by such party for the purposes for which it is currently being used, except as would not, individually or in the aggregate, be material to the Company and the Company Subsidiaries, taken as a whole. There are no latent defects or adverse physical conditions affecting the Leased Real Property, and improvements thereon, other than those that would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries, taken as a whole.

(e) There do not exist any actual or, to the Company's knowledge, threatened condemnation or eminent domain proceedings that affect any Leased Real Property or Owned Real Property or any part thereof, and none of the Company nor any of the Company Subsidiaries has received during the three (3) years preceding the date of this Agreement any written notice of the intention of any Governmental Authority in connection with any such condemnation or eminent domain proceedings of any Leased Real Property or Owned Real Property or any part thereof or interest therein.

SECTION 4.13 Intellectual Property.

(a) Section 4.13(a) of the Company Disclosure Schedule contains a true, correct and complete list of all of the following: (i) registered Intellectual Property rights and applications for registrations of Intellectual Property rights that are owned or purported to be owned by the Company and/or the Company Subsidiaries (showing in each case, as applicable, the filing date, date of issuance, expiration date and registration or application number, and jurisdiction); and (ii) all contracts or agreements to use any Company-Licensed IP, including for the Software or Business Systems of any other person, that are material to the business of the Company and/or the Company Subsidiaries as currently conducted (other than (x) unmodified, commercially available, "off-the-shelf" Software or (y) Software, Technology or Business Systems with a replacement cost or aggregate annual license and maintenance fees of less than $1,000,000). To the knowledge of the Company, the Company IP specified on Section 4.13(a) of the Company Disclosure Schedule constitutes all material Intellectual Property rights used in the operation of the business of the Company and the Company Subsidiaries and is sufficient for the conduct of such business as currently conducted and contemplated to be conducted as of the date hereof.

(b) The Company or any one of the Company Subsidiaries solely and exclusively owns and possesses, free and clear of all Liens (other than Permitted Liens), all right, title and interest in and to the Company-Owned IP and has the right to use, pursuant to a written license, all Company-Licensed IP and Business Systems, including Software. All Company-Owned IP is subsisting and, to the knowledge of the Company, valid and enforceable. No loss or expiration of any of the Company-Owned IP, or, to the Company's knowledge, any of the Company-Licensed IP, is threatened in writing, or, other than upon expiration of its statutory term in the ordinary course, pending.

(c) The Company and each of its applicable Company Subsidiaries have taken and take commercially reasonable actions to maintain, protect, and enforce Intellectual Property rights, including the secrecy, confidentiality and value of its trade secrets and other Confidential Information in all material respects. Neither the Company nor any Company Subsidiaries have disclosed any trade secrets or other Confidential Information that is material to the business of the Company and any applicable Company Subsidiaries to any other person other than pursuant to a written confidentiality agreement under which such other person agrees to maintain the confidentiality and protect such Confidential Information or intentionally in the conduct of the Company's business in the ordinary course including the marketing, sale, distribution and maintenance of Products.

(d) Except as otherwise set forth in Section 4.13(d) of the Company Disclosure Schedule (i) during the three (3) years preceding the date of this Agreement, there have been no claims properly filed and served, or threatened in writing (including email) to be filed, against the Company or any Company Subsidiary in any forum, by any person (A) contesting the validity, use, ownership, enforceability, patentability or registrability of any material Company IP, or (B) alleging any material infringement or misappropriation of, or other conflict with, any Intellectual Property rights of other persons (including any material demands or offers to license any Intellectual Property rights from any other person); (ii) to the Company's knowledge, the operation of the business of the Company and the Company Subsidiaries (including the Products) has not and does not materially infringe, misappropriate or violate, any Intellectual Property rights of other persons; and (iii) to the Company's knowledge, no other person has infringed, misappropriated or violated any material Company-Owned IP.

(e) To the extent required under applicable Law to assign or transfer to the Company or any Company Subsidiary all right, title and interest in and to any Intellectual Property, all persons who have contributed, created, conceived, or otherwise developed any Company-Owned IP have executed valid, written agreements with the Company or one of the Company Subsidiaries, pursuant to which such persons agreed to assign to the Company or the applicable Company Subsidiary all of their entire right, title, and interest in and to any Intellectual Property contributed, created, conceived or otherwise developed by such person in the course of and related to his, her or its relationship with the Company or the applicable Company Subsidiary. There are no outstanding Actions, and, to the Company's knowledge, threatened Actions, for any compensation or other payments to such person in relation to any Company IP that such person has contributed, created, conceived or otherwise developed. To the Company's knowledge, no employee, independent contractor, or agent of the Company or the Company Subsidiaries has misappropriated any material trade secrets of the Company or the Company Subsidiaries in the course of his or her performance as an employee, independent contractor, or agent, and no employee, independent contractor, or agent of the Company or the Company Subsidiaries is in material default or material breach of any material term of any employment agreement, nondisclosure agreement, assignment of invention agreement, or similar agreement or contract to the extent relating to the protection, ownership, development, use or transfer of Company IP.

(f) The Company and Company Subsidiaries do not use and have not used any Open Source Software or any modification or derivative thereof in a manner that would (i) grant or purport to grant to any other person any rights to or immunities under any of the Company IP, or (ii) require the Company or any Company Subsidiary to disclose or distribute the source code to any Business Systems or Product components, to license or provide the source code to any of the Business Systems or Product components for the purpose of making derivative works, or to make available for redistribution to any person the source code to any of the Business Systems or Product components at no or minimal charge.

(g) The Company and/or one of the Company Subsidiaries owns, leases, licenses, or otherwise has the legal right to use all Business Systems, and such Business Systems are sufficient for the immediate and anticipated future needs of the business of the Company or any of the Company Subsidiaries as currently conducted by the Company and/or the Company Subsidiaries. The Company, on its behalf and on behalf of each of the Company Subsidiaries, maintains commercially reasonable disaster recovery and business continuity plans, procedures and facilities, and since January 1, 2018, there has not been any material failure with respect to any of the Business Systems that has not been remedied or replaced in all material respects.

(h) The Company and each of the Company Subsidiaries comply in all material respects with (i) all applicable Privacy/Data Security Laws (including any data collected in connection with COVID-19 screening), (ii) any applicable privacy or other policies of the Company and/or the Company Subsidiary, respectively, concerning the collection, dissemination, storage or use of Personal Information, and (iii) except as would not have a Company Material Adverse Effect, all contractual commitments that the Company or any Company Subsidiary has entered into or is otherwise bound with respect to privacy and/or data security (collectively, the "Data Security Requirements"). The Company and the Company Subsidiaries have each implemented reasonable data security safeguards designed to protect the security and integrity of its Business Systems and any Business Data, including utilizing industry standard tools designed to prevent unauthorized access and the introduction of Disabling Devices. Since January 1, 2018, neither the Company nor any of the Company Subsidiaries has (x) experienced any data security breaches that were required to be reported under applicable Privacy/Data Security Laws or customer contracts; or (y) been subject to or received written notice of any audits, proceedings or investigations by any Governmental Authority or any customer, or received any material claims or complaints regarding the collection, dissemination, storage or use of Personal Information, or the violation of any applicable Data Security Requirements.

SECTION 4.14 Taxes.

(a) The Company and each of the Company Subsidiaries: (i) have duly and timely filed (taking into account any extension of time within which to file) all income Tax Returns and other material Tax Returns required to be filed by any of them as of the date hereof and all such filed Tax Returns are complete and accurate in all material respects; (ii) have timely paid all Taxes that are shown as due on such filed Tax Returns and any other material Taxes that the Company or any of the Company Subsidiaries are otherwise obligated to pay, except with respect to Taxes that are (whether or not such Taxes have been reported on any Tax returns) being contested in good faith and are disclosed in Section 4.14(a) of the Company Disclosure Schedule, and no material penalties or charges are due with respect to the late filing of any Tax Return required to be filed by or with respect to any of them on or before the Closing; (iii) with respect to all material Tax Returns filed by or with respect to any of them, have not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency; and (iv) do not have any deficiency, audit, examination, investigation or other proceeding in respect of a material amount of Taxes or material Tax matters pending or proposed or threatened in writing, for a Tax period which the statute of limitations for assessments remains open.

(b) Neither the Company nor any Company Subsidiary is a party to, is bound by or has an obligation under any Tax sharing agreement, Tax indemnification agreement, Tax allocation agreement or similar contract or arrangement (including any agreement, contract or arrangement providing for the sharing or ceding of credits or losses) or has a potential liability or obligation to any person as a result of or pursuant to any such agreement, contract, arrangement or commitment other than an agreement, contract, arrangement or commitment the primary purpose of which does not relate to Taxes.

(c) Except as set forth in Section 4.14(c) of the Company Disclosure Schedule, none of the Company and the Company Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period or portion thereof ending on or prior to the Closing Date under Section 481(c) of the Code (or any corresponding or similar provision of state, local or foreign income Tax law); (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the Closing Date; (iii) installment sale or open transaction disposition made on or prior to the Closing Date; (iv) prepaid amount received or deferred revenue accrued on or prior to the Closing Date; (v) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-United States income Tax law) in existence on or prior to the Closing Date; (vi) any use of an improper method of accounting use for any tax period or portion thereof ending or ended on or prior to the Closing Date; or (vii) income arising or accruing prior to the Closing and includable after the Closing under Subchapter K, Section 951, 951A or 956 of the Code.

(d) Each of the Company and the Company Subsidiaries has withheld and paid to the appropriate Tax authority all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any current or former employee, independent contractor, creditor, shareholder or other third party and has complied in all material respects with all applicable laws, rules and regulations relating to the payment and withholding of Taxes, including all reporting and record keeping requirements related thereto.

(e) Neither the Company nor any of the Company Subsidiaries has been a member of an affiliated group filing a consolidated, combined or unitary U.S. federal, state, local or foreign income Tax Return (other than a group comprised only of the Company and/or Company Subsidiaries).

(f) Neither the Company nor any of the Company Subsidiaries has any material liability for the Taxes of any person (other than the Company and the Company Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract, or otherwise.

(g) Neither the Company nor any of the Company Subsidiaries has any request for a material ruling in respect of Taxes pending between the Company or any Company Subsidiary and any Tax authority.

(h) The Company has made available to SPAC in the Dataroom true, correct and complete copies of the U.S. federal income Tax Returns filed by the Company and the Company Subsidiaries for tax years 2017, 2018 and 2019.

(i) Neither the Company nor any of the Company Subsidiaries has within the last two (2) years distributed stock of another person, or has had its stock distributed by another person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(j) Neither the Company nor any of the Company Subsidiaries has engaged in or entered into a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2), or any corresponding or similar provision of state, local or non-United States Law.

(k) Except as set forth in Section 4.14(k) of the Company Disclosure Schedule, neither the IRS nor any other United States or non-United States taxing authority or agency has asserted in writing or, to the knowledge of the Company or any of the Company Subsidiaries, has threatened to assert against the Company or any Company Subsidiary any deficiency or claim for any Taxes or interest thereon or penalties in connection therewith, which is still pending or unresolved.

(l) Except as set forth in Section 4.14(l) of the Company Disclosure Schedule, there are no Tax liens upon any assets of the Company or any of the Company Subsidiaries except for Permitted Liens.

(m) Except as set forth in Section 4.14(m) of the Company Disclosure Schedule, equity interests in the Company are not United States real property interests within the meaning of Section 897(c)(1) of the Code. None of the Company and the Company Subsidiaries: (i) has received written notice from a non-United States taxing authority that it has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized, or (ii) has received written notice from a jurisdiction where it does not file Tax Returns that it is subject to Tax in that jurisdiction. None of the Company and the Company Subsidiaries has made an election under Section 965(h) of the Code.

(n) The Company is, and has been since its formation, treated as a foreign corporation for United States federal income tax purposes.

(o) Neither the Company nor any of the Company Subsidiaries has taken or agreed to take any action, and does not intend to or plan to take any action, or has any knowledge of any fact or circumstance that could reasonably be expected to prevent the Merger and the Exchange from qualifying for the Intended Tax Treatment.

SECTION 4.15 Environmental Matters. Except as set forth in Section 4.15 of the Company Disclosure Schedule, or as would not have a Company Material Adverse Effect, (a) each of the Company and the Company Subsidiaries is and has been since January 1, 2018 in compliance with all applicable Environmental Laws; (b) each of the Company and the Company Subsidiaries has obtained and is in compliance with all permits, licenses, franchises, grants, exemptions, registrations, accreditations and other authorizations required under Environmental Laws ("Environmental Permits") to own, lease and operate its properties and to carry on its business, and each such Environmental Permit is in full force and effect, free from breach by the Company and the Company Subsidiaries, and will not be adversely affected by the Transactions; (c) neither the Company nor any Company Subsidiary has received written notice from any Governmental Authority regarding any actual or alleged violation of, or liability under, any Environmental Law, the subject of which has not been fully resolved; (d) except for regulatory orders of general applicability, neither the Company nor any Company Subsidiary is subject to any order, writ, judgment, injunction, decree, determination or award applicable to it or with respect to its assets arising under Environmental Law under which any material obligation remains unsatisfied; (e) to the knowledge of the Company, none of the properties currently or formerly owned, leased or operated by the Company or any Company Subsidiary are contaminated with any Hazardous Substance in violation of applicable Environmental Laws as a result of any act or omission by the Company or any Company Subsidiary or in a manner that requires or would reasonably be expected to require reporting, investigation, remediation, monitoring or other response action by the Company or any Company Subsidiary pursuant to applicable Environmental Laws; (f) neither the Company nor any Company Subsidiary has handled, stored, transported, disposed of, arranged for or permitted the disposal of, or Released any Hazardous Substances, or owned or operated any property or facility, in a manner that has given or would reasonably be expected to give rise to material liability under any Environmental Law; (g) the Transactions will not result in any liabilities for site investigation or cleanup, or require the consent of any Person, pursuant to any so-called "transaction-triggered" or "responsible property transfer" requirements in any Environmental Laws; (h) neither the Company nor any Company Subsidiary has, either expressly or by operation of Law, assumed or undertaken any material liability, including any obligation for corrective or remedial action, of any other person relating to Environmental Laws.

SECTION 4.16 Material Contracts.

(a) Section 4.16(a) of the Company Disclosure Schedule lists, as of the date of this Agreement, the following types of contracts and agreements to which the Company or any Company Subsidiary is a party, excluding for this purpose, any purchase orders submitted by customers (such contracts and agreements as are required to be set forth Section 4.16(a) of the Company Disclosure Schedule along with any Plan listed on Section 4.10(a) of the Company Disclosure Schedule being the "Material Contracts"):

(i) except for any contracts or agreements by and between or among any of the Company and the Company Subsidiaries, each contract and agreement with consideration paid or payable to the Company or any of the Company Subsidiaries of more than $3,000,000 in the aggregate, in the prior or current fiscal year;

(ii) each contract and agreement with the Company's top 10 customers and Suppliers based on the aggregate amounts paid by or to the Company and the Company Subsidiaries in the 12-month period ending on December 31, 2020;

(iii) except for any contracts or agreements by and between or among any of the Company and the Company Subsidiaries, all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising contracts and agreements to which the Company or any Company Subsidiary is a party and that are material to the business of the Company;

(iv) all management contracts (excluding contracts for employment), and contracts with other consultants, that are material to the business of the Company, including any contracts involving the payment of royalties or other amounts calculated based upon the revenues or income of the Company or any Company Subsidiary or income or revenues related to any Product of the Company or any Company Subsidiary to which the Company or any Company Subsidiary is a party, but excluding any such contracts entered into by the Company or any Company Subsidiary in the ordinary course of business;

(v) all (A) employment agreements pursuant to which an employee is entitled to receive base annual compensation in excess of $300,000; and (B) consulting agreements pursuant to which an independent contractor is entitled to receive annual payments in excess of $300,000; and (C) severance agreements that provide for mandatory or potential severance payments in excess of $300,000.

(vi) except for contracts or agreements relating to trade receivables or by and between or among any of the Company and the Company Subsidiaries, all contracts and agreements evidencing indebtedness for borrowed money in an amount greater than $1,500,000;

(vii) except for any contracts or agreements by and between or among any of the Company and the Company Subsidiaries, all material definitive partnership, joint venture or similar agreements;

(viii) all contracts and agreements with any Governmental Authority to which the Company or any Company Subsidiary is a party, other than any Company Permits;

(ix) all collective bargaining agreements or other contracts with any union, works council or labor organization;

(x) all contracts and agreements that limit, or purport to limit, the ability of the Company or any Company Subsidiary to compete in any material respect in any line of business or with any person or entity or in any geographic area or during any period of time, excluding any contracts that provide or result in limitations entered into by the Company or any Company subsidiary in the ordinary course of business consistent with past practices, customary confidentiality agreements and agreements that contain customary confidentiality clauses;

(xi) all leases or master leases of personal property reasonably likely to result in annual payments of $500,000 or more in a 12-month period;

(xii) all contracts involving the use of any Company-Licensed IP and required to be listed in the Company Disclosure Schedule pursuant to Section 4.13(a)(ii);

(xiii) all contracts or agreements under which the Company has agreed to purchase goods or services from a vendor, supplier or other person on a preferred supplier or "most favored supplier" basis, excluding customary exclusivity agreements or arrangements; or

(xiv) except for any contracts or agreements by and between or among any of the Company and the Company Subsidiaries, contracts which involve the license or grant of rights to Company-Owned IP by the Company and/or the Company Subsidiaries, but excluding any nonexclusive licenses (or sublicenses) of Company-Owned IP granted to customers in the ordinary course of business.

(b) Except as set forth in Section 4.16(b) of the Company Disclosure Schedule, or except as would not be material to the Company and the Company Subsidiaries, taken as a whole, (i) each Material Contract is a legal, valid and binding obligation of the Company or the Company Subsidiaries (subject to the Remedies Exception) and, to the knowledge of the Company, the other parties thereto, and neither the Company nor any Company Subsidiary is in breach or violation of, or default under, any Material Contract nor has any Material Contract been canceled by the other party; (ii) to the Company's knowledge, no other party to any Material Contract is in breach or violation of, or default under, such Material Contract; and (iii) the Company and the Company Subsidiaries have not received any written or to the knowledge of the Company, oral claim of default under any such Material Contract. The Company has furnished or made available to SPAC true and materially complete copies of all Material Contracts, including amendments thereto that are material in nature, but excluding any Material Contracts in the form of individuals purchase or service orders.

Section 4.17 Insurance.

(a) Section 4.17(a) of the Company Disclosure Schedule sets forth, with respect to each material insurance policy under which the Company or any Company Subsidiary is an insured (the "Insurance Policies"), a named insured or otherwise the principal beneficiary of coverage as of the date of this Agreement (i) the names of the insurer, the principal insured and each named insured, (ii) the policy number, (iii) the period, scope and amount of coverage and (iv) the premium most recently charged

(b) With respect to each Insurance Policy, except as would not have a Company Material Adverse Effect: (i) each policy is legal, valid, binding and enforceable in accordance with its terms (subject to the Remedies Exceptions) and, except for policies that have expired under their terms in the ordinary course, is in full force and effect; (ii) neither the Company nor any Company Subsidiary is in breach or default, and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination or modification, under the policy and (iii) to the knowledge of the Company, no insurer on the policy has been declared insolvent or placed in receivership, conservatorship or liquidation. The Company and the Company Subsidiaries hold policies of insurance required to be maintained by Material Contracts.

SECTION 4.18 Board Approval; Vote Required.

(a) The Company Board has, by resolutions duly adopted by written consent and not subsequently rescinded or modified in any way, duly (i) determined that this Agreement and the Transactions are in the best interests of the Company and (ii) approved this Agreement and the Transactions.

(b) The only vote of the holders of any class of shares in the Issued Share Capital that is necessary to approve this Agreement and the Transactions is (i) the Company Shareholder Approval and (ii) the approval of Holdco, as sole shareholder of the Company following the Exchange, to amend and restate the Company Organizational Documents pursuant to Section 2.05(c).

SECTION 4.19 Certain Business Practices.

(a) None of the Company, any Company Subsidiary or, to the Company's knowledge, any directors, officers, agents or employees of the Company or any Company Subsidiary, has:

(i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity;

(ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any applicable Anti-Corruption Laws; or

(iii) made any payment in the nature of bribery.

(b) The Company, any Company Subsidiary and, to the Company's knowledge, their respective directors, officers, agents and employees, are and have been in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws, including with regard to financial recordkeeping and reporting requirements in all jurisdictions in which the Company and any Company Subsidiary conducts business.

(c) None of the Company, any Company Subsidiary, nor, to the Company's knowledge, any of their respective directors, officers, agents or employees: (i) is or has been subject to any action, suit, claim, proceeding, prosecution, settlement, formal or informal notice, or investigation with respect to Anti-Corruption Laws or Anti-Money Laundering Laws; or (ii) made a voluntary, directed, or involuntary disclosure to any governmental authority or similar agency with respect to any alleged act or omission arising under or relating to any alleged noncompliance with Anti-Corruption Laws or Anti-Money Laundering Laws.

(d) The Company as well as its respective affiliates have instituted and maintain in effect policies and procedures reasonably designed to achieve compliance with Anti-Corruption Laws and Anti-Money Laundering Laws.

SECTION 4.20 Product Warranty; Product Liability.

(a) During the three (3) years preceding the date of this Agreement, there have been no claims exceeding the equivalent of $500,000 made, or to the knowledge of the Company, threatened in writing against the Company or any Company Subsidiary by a customer or any other person alleging that (i) such Product (A) did not comply with any express or implied warranty regarding such Product, (B) contained an unintended Hazardous Substance, or (C) was otherwise contaminated, adulterated, mislabeled, defective or improperly packaged or transported, or (ii) the Company, any Company Subsidiary or any of their licensees, distributors or agents breached any duty to warn, test, inspect or instruct of the risks, limitations, precautions or dangers related to the use, application, or transportation of any such Product.

(b) Except as would not have a Company Material Adverse Effect, neither the Company nor any Company Subsidiary, nor, to the knowledge of the Company, any of its licensees, distributors, suppliers or agents has developed, manufactured, commercialized, produced, formulated, propagated, modified, customized, processed, distributed or sold any Product that did not comply with any express or implied warranty regarding such Product or that contained any unintended Hazardous Substance or that was otherwise adulterated, contaminated, mislabeled, defective, off-specification or improperly packaged or transported or that otherwise did not comply with applicable Law.

(c) During the three (3) years preceding the date of this Agreement, the Company and the Company Subsidiaries have in all material respects made all declarations and filings required by any Law or Company Permit for the handling and delivery to third parties of Products.

(d) During the three (3) years preceding the date of this Agreement, there have been no recalls, market withdrawals or replacements (voluntary or involuntary) with respect to any Product or any similar actions, investigations, written notices or written threats of recalls by any Governmental Entity with respect to any Product.

SECTION 4.21 Compliance with Health Care Laws. All studies, tests and preclinical studies and clinical trials conducted by the Company or any of the Company Subsidiaries, or on behalf of the Company or any of the Company Subsidiaries, were during the three (3) years preceding the date of this Agreement and, if still ongoing, are being conducted in all material respects in accordance with all applicable experimental protocols, procedures and controls and all applicable regulatory authorizations and regulatory Laws, including, without limitation, as applicable, the U.S. Federal Food, Drug and Cosmetic Act and the rules and regulations promulgated thereunder. During the three (3) years preceding the date of this Agreement, neither the Company nor any of the Company Subsidiaries has received any written notices or correspondence from the U.S. Food and Drug Administration, the Colombian National Food and Drug Surveillance Institute or any comparable Governmental Authority (a) imposing, requiring, requesting or suggesting the termination or suspension of any ongoing studies, tests or preclinical studies or clinical trials conducted by the Company or any of the Company Subsidiaries, or on behalf of the Company or any of the Company Subsidiaries, (b) rejecting, determining to be non-approvable or conditionally approving investigational new drug application for any Product of the Company or any of the Company Subsidiaries, or (c) suspending, revoking, adversely modifying or materially limiting any Company Permit to conduct any clinical trial of any Product of the Company or any of the Company Subsidiaries.

SECTION 4.22 Interested Party Transactions. Except as set forth in Section 4.22 of the Company Disclosure Schedule and except for employment relationships and the payment of compensation, benefits and expense reimbursements and advances in the ordinary course of business and pursuant to any Plan, no director, officer or other affiliate of the Company or any Company Subsidiary (other than the Company or any Company Subsidiary), to the Company's knowledge, has, directly or indirectly: (a) an economic interest in any person that furnishes or sells, services or Products that the Company or any Company Subsidiary furnishes or sells, or proposes to furnish or sell; (b) an economic interest in any person that purchases from or sells or furnishes to, the Company or any Company Subsidiary, any goods or services; (c) an economic interest in any person (other than the Company and the Company Subsidiaries) party to any contract or agreement disclosed in Section 4.16(a) of the Company Disclosure Schedule; or (d) any contractual or other arrangement with the Company or any Company Subsidiary, other than contracts or arrangements constituting Transaction Documents or customary indemnity arrangements; provided, however, that ownership of no more than five percent (5%) of the outstanding voting stock of a publicly traded corporation shall not be deemed an "economic interest in any person" for purposes of this Section 4.22. Except as set forth in Section 4.22 of the Company Disclosure Schedules, as of the date of this Agreement, the Company and the Company Subsidiaries have not (i) extended or maintained credit, arranged for the extension of credit or renewed an extension of credit in the form of a personal loan to or for any director or executive officer (or equivalent thereof) of the Company, or (ii) materially modified any term of any such extension or maintenance of credit since December 31, 2020, except in the ordinary course of business in an amount that does not exceed $500,000 in aggregate.

SECTION 4.23 Exchange Act; Proxy Statement/Prospectus and Registration Statement.

(a) Neither the Company nor any Company Subsidiary is currently (or has previously been) subject to the requirements of Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(b) None of the information relating to the Company supplied by the Company in writing for inclusion in the Proxy Statement/Prospectus or Registration Statement will, as of the date the Registration Statement is declared effective, as of the date the Proxy Statement/Prospectus (or any amendment or supplement thereto) is first mailed to the SPAC Shareholders, at the time of the SPAC Shareholders' Meeting, or at the Merger Effective Time, contain any misstatement of a material fact or omission of any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; provided, however, that the Company makes no representation with respect to any forward-looking statements supplied by or on behalf of the Company for inclusion in, or relating to information to be included in the Proxy Statement/Prospectus or Registration Statement.

SECTION 4.24 Brokers. Except as set forth in Section 4.24 of the Company Disclosure Schedules, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company or any Company Subsidiary.

SECTION 4.25 Sanctions, Import Control, and Export Control Laws.

(a) None of the Company, any Company Subsidiary, nor, to the Company's knowledge, any of their respective directors, officers, employees or agents is a Restricted Person.

(b) None of the Company, any Company Subsidiary, nor, to the Company's knowledge, any of their respective directors, officers, employees or agents, is in violation of, or has violated during the three (3) years preceding the date of this Agreement, Sanctions Laws, Import Controls Laws, or Export Control Laws.

(c) None of the Company, any Company Subsidiary, nor to the Company's knowledge, any of their respective directors, officers, employees or agents:

(i) is or has been during the three (3) years preceding the date of this Agreement subject to any action, suit, claim, proceeding, prosecution, settlement, formal or informal notice, or investigation with respect to Sanctions Laws, Import Control Laws, or Export Control Laws; or

(ii) made during the three (3) years preceding the date of this Agreement a voluntary, directed, or involuntary disclosure to any governmental authority or similar agency with respect to any alleged act or omission arising under or relating to any alleged noncompliance with Sanctions Laws, Import Control Laws, or Export Control Laws.

(d) Any provision of this Section 4.25 shall not apply to any person if and to the extent that it is or would be unenforceable by or in respect of that person by reason of breach of any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom).

SECTION 4.26 Exchange Agreements. Notwithstanding anything in this Article IV to the contrary, (a) each Exchange Agreement (subject to the Remedies Exception) is a legal, valid and binding obligation of the Company, Holdco and, to the knowledge of the Company, each of the Company Shareholders party thereto, (b) neither the Company nor Holdco is in breach or violation of, or default under, any Exchange Agreement nor has any Exchange Agreement been terminated or canceled by any Company Shareholder, (c) no Company Shareholder is in breach or violation of, or default under, any Exchange Agreement and (d) the Company and Holdco have not received any written or, to the knowledge of the Company, oral claim of default under any such Exchange Agreement. The Company has furnished or made available to SPAC true and complete copies of all Exchange Agreements, including amendments thereto that are material in nature. The Company has not altered or amended any Exchange Agreement and no Company Shareholder has sought to or threatened in writing or, to the knowledge of the Company, otherwise threatened to renegotiate any Exchange Agreement or threatened non-performance under any Exchange Agreement, in each case, as to which such Company Shareholder is a party.

SECTION 4.27 Exclusivity of Representations and Warranties. Except as otherwise expressly provided in this Article IV (as modified by the Company Disclosure Schedule), the Company hereby expressly disclaims and negates, any other express or implied representation or warranty whatsoever (whether at Law or in equity) with respect to the Company, its affiliates, and any matter relating to any of them, including their affairs, the condition, value or quality of the assets, liabilities, financial condition or results of operations, or with respect to the accuracy or completeness of any other information made available to SPAC, its affiliates or any of their respective Representatives by, or on behalf of, the Company, and any such representations or warranties are expressly disclaimed. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, neither the Company nor any other person on behalf of the Company has made or makes, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to SPAC, its affiliates or any of their respective Representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company (including the reasonableness of the assumptions underlying any of the foregoing), whether or not included in any management presentation or in any other information made available to SPAC, its affiliates or any of their respective Representatives or any other person, and that any such representations or warranties are expressly disclaimed.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SPAC

Except as set forth in (a) the SPAC SEC Reports (to the extent the qualifying nature of such disclosure is readily apparent from the content of such SPAC SEC Reports, but excluding any disclosures contained or referenced therein under the captions "Risk Factors," "Forward-Looking Statements," "Quantitative and Qualitative Disclosures About Market Risk," and any other disclosures contained or referenced therein of information, factors, or risks that are predictive, cautionary, or forward-looking in nature) (it being acknowledged that nothing disclosed in such an SEC Report will be deemed to modify or qualify the representations and warranties set forth in Section 5.01, Section 5.03 and Section 5.04), and (b) the SPAC's disclosure schedule (it being understood and agreed that information disclosed in any section of the SPAC Disclosure Schedule shall be deemed to be disclosed with respect to any other section of the SPAC Disclosure Schedule to which such disclosure would reasonably pertain or if its relevance to such other section is reasonably apparent on the face of such disclosure) delivered by SPAC in connection with this Agreement (the "SPAC Disclosure Schedule"), SPAC hereby represents and warrants to the Company as follows:

SECTION 5.01 Corporate Organization.

(a) SPAC is an exempted company duly incorporated, validly existing and in good standing under the laws of the Cayman Islands and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. SPAC has all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted, except where the failure to have such governmental approval or be so qualified or licensed and in good standing would not have a SPAC Material Adverse Effect.

(b) SPAC does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any corporation, partnership, joint venture, business association or other person.

SECTION 5.02 SPAC Organizational Documents. SPAC has heretofore furnished to the Company complete and correct copies of the SPAC Organizational Documents. The SPAC Organizational Documents are in full force and effect. SPAC is not in violation of any of the provisions of the SPAC Organizational Documents.

SECTION 5.03 Capitalization.

(a) As of the date hereof, the authorized share capital of SPAC consists of (i) 150,000,000 ordinary shares, par value $0.0001 per share and (ii) 1,000,000 preference shares, par value $0.0001 per share. As of the date of this Agreement, (A) 25,000,000 SPAC Ordinary Shares are issued and outstanding (which includes 19,723,106 SPAC Ordinary Shares subject to Redemption Rights), (B) no preference shares are issued and outstanding, and (C) 20,000,000 redeemable SPAC Warrants to purchase 20,000,000 SPAC Ordinary Shares and 6,250,000 private placement SPAC Warrants to purchase 6,250,000 SPAC Ordinary Shares are issued and outstanding. Each SPAC Warrant entitles the holder to purchase one SPAC Ordinary Share at an exercise price of $11.50.

(b) All outstanding SPAC Ordinary Shares and SPAC Warrants (i) are duly authorized, validly issued, fully paid and nonassessable, (ii) are not subject to any preemptive rights, (iii) have been issued and granted in compliance with all applicable securities Laws and other applicable Laws and (iv) were issued free and clear of all Liens other than transfer restrictions under applicable securities Laws and the SPAC Organizational Documents.

(c) Other than the SPAC Warrants, there are no options, warrants, preemptive rights, calls, convertible securities, conversion rights or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued shares of SPAC or obligating SPAC to issue or sell any shares of, or other equity interests in, SPAC. SPAC is not a party to, or otherwise bound by, and has not granted, any equity appreciation rights, participations, phantom equity or similar rights. There are no voting trusts, voting agreements, proxies, shareholder agreements or other agreements with respect to the voting or transfer of SPAC Ordinary Shares or any of the equity interests or other securities of SPAC. SPAC does not own any equity interests in any person.

(d) Other than Redemption Rights, there are no outstanding contractual obligations of SPAC to repurchase, redeem or otherwise acquire any SPAC Ordinary Shares or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any persons.

SECTION 5.04 Authority Relative to this Agreement. SPAC has all necessary corporate power and corporate authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and, subject to obtaining the requisite consent of the SPAC Shareholders to approve the SPAC Proposals, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery by SPAC of this Agreement and the Ancillary Agreements to which it is a party and the consummation by SPAC of the Transactions have been duly and validly authorized by all necessary corporate action, including approval by the SPAC Board, and no other corporate proceedings on the part of SPAC is necessary to authorize this Agreement, each such Ancillary Agreement or to consummate the Transactions (other than the requisite consent of the SPAC Shareholders to approve the SPAC Proposals). This Agreement and each such Ancillary Agreement have been duly and validly executed and delivered by SPAC and, assuming due authorization, execution and delivery by the Company, Holdco and Merger Sub, constitutes a legal, valid and binding obligation of SPAC, enforceable against SPAC, in accordance with its terms subject to the Remedies Exceptions.

SECTION 5.05 No Conflict; Required Filings and Consents.

(a) Subject to obtaining the requisite consent of the SPAC Shareholders to approve the SPAC Proposals, the execution and delivery by SPAC of this Agreement and each Ancillary Agreement to which it is a party does not, and the performance of this Agreement and each such Ancillary Agreement by SPAC will not, (i) conflict with or violate the SPAC Organizational Documents, (ii) assuming that all consents, approvals, authorizations and other actions described in Section 5.05(b) have been obtained and all filings and obligations described in Section 5.05(b) have been made, conflict with or violate any Law, rule, regulation, order, judgment or decree applicable to SPAC or by which any of its property or assets is bound or affected, or (iii) result in any breach of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of SPAC pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which SPAC is a party or by which SPAC or any of its property or assets is bound or affected, except, with respect to clauses (a)(ii) and (a)(iii) for any such conflicts, violations, breaches, defaults or other occurrences which would not have a SPAC Material Adverse Effect.

(b) The execution and delivery by SPAC of this Agreement and each Ancillary Agreement to which it is a party does not, and the performance of this Agreement and each such Ancillary Agreement by SPAC will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except (i) for applicable requirements, if any, of the Securities Act, Exchange Act, Blue Sky Laws, stock exchange and state takeover laws, and the notification requirements of applicable Antitrust Laws, if any, and the filing and recordation of appropriate Merger and Exchange documents, and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not, individually or in the aggregate, prevent or materially delay consummation of any of the Transactions or otherwise prevent SPAC from performing its material obligations under this Agreement and each such Ancillary Agreement.

SECTION 5.06 Compliance. SPAC is not or has not been in conflict with, or in default, breach or violation of, (a) any Law applicable to SPAC or by which any property or asset of SPAC is bound or affected, or (b) any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which SPAC is a party or by which SPAC or any property or asset of SPAC is bound. SPAC is in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for SPAC to own, lease and operate its properties or to carry on its business as it is now being conducted. SPAC has duly and promptly filed all information required under The International Tax Co-operation (Economic Substance) Law 2018.

SECTION 5.07 SEC Filings; Financial Statements; Sarbanes-Oxley.

(a) SPAC has filed all forms, reports, schedules, statements and other documents, including any exhibits thereto, required to be filed by it with the Securities and Exchange Commission (the "SEC") since October 18, 2019, together with any amendments, restatements or supplements thereto (collectively, the "SPAC SEC Reports"). SPAC has heretofore furnished to the Company true and correct copies of all amendments and modifications that have not been filed by SPAC with the SEC to all agreements, documents and other instruments that previously had been filed by SPAC with the SEC and are currently in effect. As of their respective dates, the SPAC SEC Reports (i) complied in all material respects with the applicable requirements of the Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act and the Sarbanes-Oxley Act, and the rules and regulations promulgated thereunder, and (ii) did not, at the time they were filed, or, if amended, as of the date of such amendment, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Each director and executive officer of SPAC has filed with the SEC on a timely basis all documents required with respect to SPAC by Section 16(a) of the Exchange Act and the rules and regulations thereunder.

(b) Each of the financial statements (including, in each case, any notes thereto) contained in the SPAC SEC Reports was prepared in accordance with GAAP (applied on a consistent basis) and Regulation S-X and Regulation S-K, as applicable, throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC) and each fairly presents, in all material respects, the financial position, results of operations, changes in shareholders equity and cash flows of SPAC as at the respective dates thereof and for the respective periods indicated therein, (subject, in the case of unaudited statements, to normal and recurring year-end adjustments). SPAC has no off-balance sheet arrangements that are not disclosed in the SPAC SEC Reports. No financial statements other than those of SPAC are required by GAAP to be included in the consolidated financial statements of SPAC.

(c) Except as and to the extent set forth in the SPAC SEC Reports, SPAC has no liability or obligation of a nature (whether accrued, absolute, contingent or otherwise) required to be reflected on a balance sheet prepared in accordance with GAAP, except for liabilities and obligations arising in the ordinary course of SPAC's business.

(d) SPAC is in compliance with the applicable listing and corporate governance rules and regulations of Nasdaq Capital Market.

(e) SPAC has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to SPAC and other material information required to be disclosed by SPAC in the reports and other documents that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such material information is accumulated and communicated to SPAC's principal executive officer and its principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Such disclosure controls and procedures are effective in timely alerting SPAC's principal executive officer and principal financial officer to material information required to be included in SPAC's periodic reports required under the Exchange Act.

(f) SPAC maintains systems of internal control over financial reporting that are sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance: (i) that SPAC maintains records that in reasonable detail accurately and fairly reflect, in all material respects, its transactions and dispositions of assets; (ii) that transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP; (iii) that receipts and expenditures are being made only in accordance with authorizations of management and its board of directors; and (iv) regarding prevention or timely detection of unauthorized acquisition, use or disposition of its assets that could have a material effect on its financial statements. SPAC has delivered to the Company a true and complete copy of any disclosure (or, if unwritten, a summary thereof) by any representative of SPAC to SPAC's independent auditors relating to any material weaknesses in internal controls and any significant deficiencies in the design or operation of internal controls that would adversely affect the ability of SPAC to record, process, summarize and report financial data. SPAC has no knowledge of any fraud or whistle-blower allegations, whether or not material, that involve management or other employees or consultants who have or had a significant role in the internal control over financial reporting of SPAC. Since September 30, 2020, there have been no material changes in SPAC internal control over financial reporting.

(g) There are no outstanding loans or other extensions of credit made by SPAC to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of SPAC. SPAC has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(h) Neither SPAC (including any employee thereof) nor SPAC's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by SPAC, (ii) any fraud, whether or not material, that involves SPAC's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by SPAC or (iii) any claim or allegation regarding any of the foregoing.

(i) As of the date hereof, there are no outstanding SEC comments from the SEC with respect to the SPAC SEC Reports. To the knowledge of SPAC, none of the SPAC SEC Reports filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

SECTION 5.08 Absence of Certain Changes or Events. Since September 30, 2020, except as expressly contemplated by this Agreement, (a) SPAC has conducted its business in the ordinary course and in a manner consistent with past practice in all material respects and (b) there has not been any SPAC Material Adverse Effect.

SECTION 5.09 Absence of Litigation. There is no Action pending or, to the knowledge of SPAC, threatened against SPAC, or any property or asset of SPAC, before any Governmental Authority. Neither SPAC nor any material property or asset of SPAC is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of SPAC, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority.

SECTION 5.10 Board Approval; Vote Required.

(a) The SPAC Board, by resolutions duly adopted by majority vote of those voting at a meeting duly called and held in accordance with the SPAC Organizational Documents and not subsequently rescinded or modified in any way, has duly (i) determined that this Agreement, the Ancillary Agreements to which SPAC is a party and the Transactions are fair to and in the best interests of SPAC and the SPAC Shareholders, (ii) approved this Agreement, the Ancillary Agreements to which SPAC is a party and the Transactions and declared their advisability and (iii) recommended that the SPAC Shareholders approve and adopt this Agreement, the Ancillary Agreements to which SPAC is a party and the Transactions, and directed that this Agreement, the Ancillary Agreements to which SPAC is a party and the Transactions, be submitted for consideration by the SPAC Shareholders at the SPAC Shareholders' Meeting.

(b) The only votes of the holders of any class or series of shares of SPAC necessary to approve the Merger and the Transactions as contemplated by this Agreement are the SPAC Shareholder Approvals.

SECTION 5.11 Brokers. Except as set forth in Schedule 5.11 of the SPAC Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of SPAC.

SECTION 5.12 SPAC Trust Fund. As of the date of this Agreement, SPAC has no less than $201,339,975 in the trust fund established by SPAC for the benefit of its SPAC Shareholders (the "Trust Fund") maintained in a trust account at Oppenheimer & Co. Inc. (the "Trust Account"). The monies of such Trust Account are invested in United States Government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended, and held in trust by Continental Stock Transfer & Trust Company (the "Trustee") pursuant to that certain Investment Management Trust Agreement, dated as of October 18, 2019, by and between SPAC and the Trustee (the "Trust Agreement"). The Trust Agreement has not been amended or modified and is valid and in full force and effect and is enforceable in accordance with its terms, subject to the Remedies Exceptions. SPAC has complied in all material respects with the terms of the Trust Agreement and is not in breach thereof or default thereunder and there does not exist under the Trust Agreement any event which, with the giving of notice or the lapse of time, would constitute such a breach or default by SPAC or the Trustee. There are no separate contracts, agreements, side letters or other understandings (whether written or unwritten, express or implied) (a) between SPAC and the Trustee that would cause the description of the Trust Agreement in the SPAC SEC Reports to be inaccurate in any material respect or (b) to the knowledge of SPAC, that would entitle any person (other than shareholders of SPAC who shall have elected to redeem their SPAC Ordinary Shares pursuant to the SPAC Organizational Documents) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released except (i) to pay income and franchise taxes from any interest income earned in the Trust Account and (ii) upon the exercise of Redemption Rights in accordance with the provisions of the SPAC Organizational Documents. As of the date hereof, there are no Actions pending or, to the knowledge of SPAC, threatened in writing with respect to the Trust Account. There are no claims, proceedings or other Actions pending with respect to, or against, the Trust Fund and, to the knowledge of SPAC, there are no events, circumstances or conditions that would reasonably result in any such claim, proceeding or other Action. Upon consummation of the Merger and notice thereof to the Trustee pursuant to the Trust Agreement, SPAC shall cause the Trustee to, and the Trustee shall thereupon be obligated to, release to SPAC as promptly as practicable, the Trust Funds in accordance with the Trust Agreement at which point the Trust Account shall terminate; provided, however that the liabilities and obligations of SPAC due and owing or incurred at or prior to the Closing shall be paid as and when due, including all amounts payable (A) to SPAC Shareholders who shall have exercised their Redemption Rights, (B) with respect to filings, applications and/or other actions taken pursuant to this Agreement required under Law, (C) to the Trustee for fees and costs incurred in accordance with the Trust Agreement; (D) to third parties (e.g., professionals, printers, etc.) who have rendered services to SPAC in connection with its efforts to effect the Merger and (E) to underwriters to pay deferred underwriting fees incurred in connection with SPAC's initial public offering. As of the date hereof, assuming the accuracy of the representations and warranties of the Company herein and the compliance by the Company with its respective obligations hereunder, SPAC has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to SPAC at the Closing.

SECTION 5.13 Employees. Other than any officers of SPAC as described in the SPAC SEC Reports, SPAC has never employed any employees. Other than consultants and advisors retained in the ordinary course of business (including in connection with the Transactions) or as described in the SPAC SEC Reports, SPAC has never retained any contractors. Other than reimbursement of any out-of-pocket expenses incurred by SPAC's officers and directors in connection with activities on SPAC's behalf in an aggregate amount not in excess of the amount of cash held by SPAC outside of the Trust Account, SPAC has no unsatisfied material liability with respect to any employee, officer or director. SPAC has never and does not currently maintain, sponsor, contribute to or have any direct liability under any employee benefit plan (as defined in Section 3(3) of ERISA), nonqualified deferred compensation plan subject to Section 409A of the Code, bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, change in control, fringe benefit, sick pay and vacation plans or arrangements or other employee benefit plans, programs or arrangements. Except as set forth in Section 5.13 of the SPAC Disclosure Schedule, neither the execution and delivery of this Agreement nor the other Ancillary Agreements nor the consummation of the Transactions will (i) result in any payment becoming due to any director, officer or employee of SPAC, (ii) result in the acceleration of the time of payment or vesting of any such benefits, or (iii) give rise to any "excess parachute payment" within the meaning of Section 280G of the Code. There is no contract, agreement, plan or arrangement to which SPAC is a party which requires payment by any party of a Tax gross-up or Tax reimbursement payment to any person.

SECTION 5.14 Taxes.

(a) SPAC (i) has duly and timely filed (taking into account any extension of time within which to file) all income Tax Returns and other material Tax Returns required to be filed by it as of the date hereof and all such filed Tax Returns are complete and accurate in all material respects; (ii) has timely paid all Taxes that are shown as due on such filed Tax Returns and any other material Taxes that the SPAC is otherwise obligated to pay, except with respect to current Taxes that are not yet due and payable or are otherwise being contested in good faith; (iii) with respect to all material Tax Returns filed by or with respect to it, has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency; and (iv) does not have any deficiency, audit, examination, investigation or other proceeding in respect of a material amount of Taxes or material Tax matters pending or threatened in writing, for a Tax period which the statute of limitations for assessments remains open.

(b) SPAC is not a party to, bound by or has an obligation under any Tax sharing agreement, Tax indemnification agreement, Tax allocation agreement or similar contract or arrangement (including any agreement, contract or arrangement providing for the sharing or ceding of credits or losses) or has a potential liability or obligation to any person as a result of or pursuant to any such agreement, contract, arrangement or commitment other than an agreement, contract, arrangement or commitment the primary purpose of which does not relate to Taxes.

(c) SPAC will not be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date under Section 481(c) of the Code (or any corresponding or similar provision of state, local or foreign income Tax law); (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the Closing Date; or (iii) installment sale made on or prior to the Closing Date; (iv) prepaid amount received or deferred revenue accrued on or prior to the Closing Date; (v) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-United States income Tax law) in existence on or prior to the Closing Date; (vi) any use of an improper method of accounting use for any tax period or portion thereof ending or ended on or prior to the Closing Date; or (vii) income arising or accruing prior to the Closing and includable after the Closing under Subchapter K, Section 951, 951A or 956 of the Code.

(d) SPAC has withheld and paid to the appropriate Tax authority all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any current or former employee, independent contractor, creditor, shareholder or other third party and has complied in all material respects with all applicable laws, rules and regulations relating to the payment and withholding of Taxes, including all reporting and record keeping requirements related thereto.

(e) SPAC has not been a member of an affiliated group filing a consolidated, combined or unitary U.S. federal, state, local or foreign income Tax Return.

(f) SPAC does not have any material liability for the Taxes of any person under Treasury Regulation section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract, or otherwise.

(g) SPAC does not have any request for a material ruling in respect of Taxes pending between SPAC, on the one hand, and any Tax authority, on the other hand.

(h) SPAC has made available to the Company true, correct and complete copies of the U.S. federal income Tax Returns filed by SPAC for the 2019 tax year.

(i) SPAC has not within the last two (2) years distributed shares or stock of another person, or had its shares distributed by another person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(j) SPAC has not engaged in or entered into a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(k) There are no Tax liens upon any assets of SPAC except for Permitted Liens.

(l) SPAC has not received written notice from a jurisdiction where it does not file Tax Returns that it is subject to Tax in that jurisdiction. SPAC has not made an election under Section 965(h) of the Code.

(m) Equity interests in the SPAC are not United States real property interests within the meaning of Section 897(c)(1) of the Code.

(n) SPAC is, and has been since its formation, treated as a foreign corporation for United States federal income tax purposes. SPAC is not a "domestic corporation" within the meaning of Code Section 897(c).

(o) SPAC has not taken or agreed to take any action, and does not intend to or plan to take any action, or has any knowledge of any fact or circumstance that could reasonably be expected to prevent the Merger and the Exchange from qualifying for the Intended Tax Treatment.

SECTION 5.15 Listing. The issued and outstanding SPAC Units are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Capital Market under the symbol "LATNU". The issued and outstanding SPAC Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Capital Market under the symbol "LATN". The issued and outstanding SPAC Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Capital Market under the symbol "LATNW". As of the date of this Agreement, there is no Action pending or, to the knowledge of SPAC, threatened against SPAC by the Nasdaq Capital Market or the SEC with respect to any intention by such entity to deregister the SPAC Units, the SPAC Ordinary Shares, or SPAC Warrants or terminate the listing of SPAC on the Nasdaq Capital Market. None of SPAC or any of its affiliates has taken any action in an attempt to terminate the registration of the SPAC Units, the SPAC Ordinary Shares or the SPAC Warrants, under the Exchange Act.

SECTION 5.16 Prior Business Operation. SPAC has limited its activities in all material respects to those activities (a) contemplated in the prospectus of SPAC, dated as of October 18, 2019, or (b) otherwise necessary to consummate the Transactions.

SECTION 5.17 SPAC Material Contracts.

(a) The SPAC SEC Reports include true and complete copies of each "material contract" (as such term is defined in Regulation S-K of the SEC) to which SPAC is party (the "SPAC Material Contracts").

(b) Each SPAC Material Contract is in full force and effect and, to the knowledge of SPAC, is valid and binding upon and enforceable against each of the parties thereto (subject to the Remedies Exception), except insofar as enforceability may be limited by the Remedies Exceptions. True and complete copies of all SPAC Material Contracts have been made available to the Company.

SECTION 5.18 Investment Company Act. SPAC is not an "investment company" or a person directly or indirectly "controlled" by or acting on behalf of an "investment company", or required to register as an "investment company", in each case within the meaning of the Investment Company Act of 1940.

SECTION 5.19 Proxy Statement/Prospectus and Registration Statement. None of the information relating to SPAC supplied by SPAC in writing for inclusion in the Proxy Statement/Prospectus or Registration Statement will, as of the date the Registration Statement is made effective, as of the date the Proxy Statement/Prospectus (or any amendment or supplement thereto) is first mailed to the SPAC Shareholders, at the time of the SPAC Shareholders' Meeting, or at the Merger Effective Time, contain any misstatement of a material fact or omission of any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; provided, however, that SPAC makes no representation with respect to any forward-looking statements supplied by or on behalf of SPAC for inclusion in, or relating to information to be included in the Proxy Statement/Prospectus or Registration Statement.

SECTION 5.20 SPAC's Investigation and Reliance. SPAC is a sophisticated purchaser and has made its own independent investigation, review and analysis regarding the Company and the Company Subsidiaries and the Transactions, which investigation, review and analysis were conducted by SPAC together with expert advisors, including legal counsel, that it has engaged for such purpose. SPAC and its Representatives have been provided with full and complete access to the Representatives, books and records of the Company and the Company Subsidiaries and other information that they have requested in connection with their investigation of the Company, the Company Subsidiaries and the Transactions. SPAC is not relying on any statement, representation or warranty, oral or written, express or implied, made by the Company, any of the Company Subsidiaries or their Representatives (including the Company Shareholders), except as expressly set forth in Article IV (as modified by the Company Disclosure Schedule). Neither the Company nor any of its shareholders, affiliates or Representatives shall have any liability to SPAC or any of its shareholders, affiliates or Representatives resulting from the use of any information, documents or materials made available to SPAC, whether orally or in writing, in any confidential information memoranda, the Dataroom or other "datarooms," management presentations, due diligence discussions or in any other form in expectation of the Transactions. Neither the Company nor any of its shareholders, affiliates or Representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving the Company and the Company Subsidiaries.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF HOLDCO AND MERGER SUB

Each of Holdco and Merger Sub hereby represents and warrants to SPAC as follows:

SECTION 6.01 Organization. Each of Holdco and Merger Sub is a company duly organized, validly existing and in good standing (insofar as such concept exists in the relevant jurisdiction) under the laws of the jurisdiction of its incorporation and has the requisite corporate power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted.

SECTION 6.02 Organization Documents. Each of Holdco and Merger Sub has heretofore furnished to SPAC complete and correct copies of the Holdco Organizational Documents and Merger Sub Organizational Documents, respectively, as of the date of this Agreement. Each of the Holdco Organizational Documents and Merger Sub Organizational Documents are in full force and effect and neither Holdco nor Merger Sub is in violation of any of the provisions of such organizational documents.

SECTION 6.03 Capitalization.

(a) As of the date hereof, the share capital of Holdco consists of 4,000,000 Holdco Redeemable A Shares, having a nominal value of $0.01 each. As of the date hereof, the Company is the sole shareholder of Holdco.

(b) As of the date hereof, the authorized share capital of Merger Sub consists of 500,000,000 shares in one class, being Merger Sub Ordinary Shares.

(c) The outstanding Holdco Redeemable A Shares have been issued and granted in compliance with the 1915 Law and were issued free and clear of all Liens other than transfer restrictions under the 1915 Law and the Holdco Organizational Documents.

(d) The shares constituting the Merger Consideration being delivered by Holdco hereunder shall be duly and validly issued and fully paid, and each such share or other security shall be issued free and clear of preemptive rights and all Liens, other than transfer restrictions under applicable securities Laws and the A&R Holdco Organizational Documents. The Holdco Ordinary Shares constituting the Merger Consideration being delivered by Holdco hereunder will be issued in compliance with the 1915 Law and will not be subject to or give rise to any preemptive rights or rights of first refusal, other than those which are mandatorily applicable under the 1915 Law.

(e) Except as contemplated by this Agreement, the Holdco Organizational Documents, the IFC Redemption Agreement and the Exchange Agreements and except as for the mandatory subscription rights provided for in the 1915 Law, (i) there are no other options, warrants, preemptive rights, calls, convertible securities, conversion rights or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital of Holdco or obligating Holdco to issue or sell any shares of, or other equity interests in, Holdco, (ii) Holdco is not a party to, or otherwise bound by, and Holdco has not granted, any equity appreciation rights, participations, phantom equity or similar rights and (iii) there are no voting trusts, voting agreements, proxies, shareholder agreements or other similar agreements with respect to the voting or transfer of the Holdco Ordinary Shares or any of the equity interests or other securities of Holdco. As of the date hereof, except for Merger Sub, Holdco does not own any equity interests in any person.

SECTION 6.04 Authority Relative to this Agreement. Each of Holdco and Merger Sub have all necessary power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery of this Agreement and such Ancillary Agreements to which they are a party by each of Holdco and Merger Sub and the consummation by each of Holdco and Merger Sub of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of Holdco or Merger Sub are necessary to authorize this Agreement, each such Ancillary Agreement to which they are a party or to consummate the Transactions (other than (a) the filing and recordation of appropriate Merger and Exchange documents as required by Cayman Islands Companies Act and the 1915 Law, as the case may be, (b) the Holdco Shareholder Approval, (c) the Holdco Board resolutions approving (i) the issuance on the Closing Date (and conditional on Closing) by a delegate of (A) the Merger Consideration and (B) new Holdco Ordinary Shares and new Holdco Redeemable B Shares following the Merger; both pursuant to the Holdco Delegate Resolutions, (ii) the redemption by the Holdco Board immediately after, and conditional upon, the Closing, by a delegate of all the Holdco Redeemable A Shares held by the Company in Holdco, and (iii) the redemption by the Holdco Board immediately after, and conditional upon, the Closing, by a delegate of all the Holdco Redeemable B Shares held by the IFC after the consummation of the Exchange, and (d) the Holdco Delegate Resolutions). This Agreement and each such Ancillary Agreement have been duly and validly executed and delivered by Holdco and Merger Sub and, assuming due authorization, execution and delivery by the Company and SPAC, constitutes a legal, valid and binding obligation of Holdco or Merger Sub, enforceable against Holdco or Merger Sub in accordance with its terms subject to the Remedies Exceptions.

SECTION 6.05 No Conflict; Required Filings and Consents.

(a) The execution and delivery by Holdco and Merger Sub of this Agreement and each Ancillary Agreement to which it is a party does not, and the performance of this Agreement and each such Ancillary Agreement by Holdco and Merger Sub will not, (i) conflict with or violate the Holdco Organizational Documents or Merger Sub Organizational Documents (as the case may be), (ii) assuming that all consents, approvals, authorizations and other actions described in have been obtained and all filings and obligations described in have been made, conflict with or violate any Law, rule, regulation, order, judgment or decree applicable to Holdco or Merger Sub or by which any of their respective property or assets is bound or affected or (iii) result in any breach of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of Holdco or Merger Sub pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which each of Holdco or Merger Sub is a party or by which Holdco or Merger Sub or any of their respective property or assets is bound or affected, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not have or reasonably be expected to have a material adverse effect.

(b) The execution and delivery by Holdco and Merger Sub of this Agreement and each Ancillary Agreement to which it is a party does not, and the performance of this Agreement and each such Ancillary Agreement by Holdco or Merger Sub, as applicable, will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except (i) for applicable requirements, if any, of the Exchange Act, Blue Sky Laws and state takeover laws, the Antitrust Laws, if any, and filing and recordation of appropriate merger documents as required by Cayman Islands Companies Act and the 1915 Law, as the case may be and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not, individually or in the aggregate, prevent or materially delay consummation of any of the Transactions or otherwise prevent Holdco and Merger Sub from performing their respective material obligations under this Agreement and each such Ancillary Agreement.

SECTION 6.06 Compliance. Neither Holdco nor Merger Sub is or has been in conflict with, or in default, breach or violation of, (a) any Law applicable to Holdco or Merger Sub or by which any property or asset of Holdco or Merger Sub is bound or affected, or (b) any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Holdco or Merger Sub is a party or by which Holdco or Merger Sub or any property or asset of Holdco or Merger Sub is bound. Holdco and Merger Sub are in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for Holdco and Merger Sub to own, lease and operate their respective properties or to carry on their respective businesses as they are now being conducted.

SECTION 6.07 Board Approval; Vote Required.

(a) The Holdco Board has by resolutions duly adopted by written consent and not subsequently rescinded or modified in any way, duly (i) determined that this Agreement and the Transactions are in the best interests of Holdco and (ii) approved this Agreement and the Transactions and shall, prior to the Closing Date, cause the Holdco Delegate Resolutions to be issued.

(b) The only vote of the holders of any class or series of capital of Holdco that is necessary to approve this Agreement, the Exchange and the Transactions is the Holdco Shareholder Approval.

(c) Merger Sub Board has, by resolutions duly adopted by written consent and not subsequently rescinded or modified in any way, duly (i) determined that this Agreement and the Transactions are fair to and in the best interests of Merger Sub and Holdco (as the sole shareholder of Merger Sub), (ii) approved this Agreement and the Transactions and declared their advisability and (iii) recommended that Holdco (as the sole shareholder of Merger Sub) approve and adopt this Agreement and approve the Transactions and directed that this Agreement and the Transactions be submitted for consideration by Holdco (as the sole shareholder of Merger Sub).

(d) The only shareholder vote of Merger Sub that is necessary to approve this Agreement and the Transactions is the affirmative vote of the Holdco as sole shareholder of Merger Sub.

SECTION 6.08 No Prior Operations of Holdco or Merger Sub; Post-Closing Operations. Holdco and Merger Sub were formed for the sole purposes of entering into this Agreement and the Ancillary Agreements to which they are party and engaging in the Transactions. Since the date of the Holdco Organizational Documents and the Merger Sub Organizational Documents, as the case may be, neither Holdco nor Merger Sub has engaged in any business or activities whatsoever, nor incurred any liabilities, except in connection with this Agreement, the Ancillary Agreements or in furtherance of the Transactions. Neither Holdco nor Merger Sub has any employees or liabilities under any Plan.

SECTION 6.09 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Holdco or Merger Sub.

SECTION 6.10 Proxy Statement/Prospectus and Registration Statement. None of the information relating to Holdco or Merger Sub supplied by Holdco or Merger Sub in writing for inclusion in the Proxy Statement/Prospectus or Registration Statement will, as of the date the Registration Statement is declared effective, as of the date the Proxy Statement/Prospectus (or any amendment or supplement thereto) is first mailed to the SPAC Shareholders, at the time of the SPAC Shareholders' Meeting, or at the Merger Effective Time, contain any misstatement of a material fact or omission of any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; provided, however, that Holdco and Merger Sub make no representation with respect to any forward-looking statements supplied by or on behalf of Holdco or Merger Sub for inclusion in, or relating to information to be included in the Proxy Statement/Prospectus or Registration Statement.

SECTION 6.11 Tax Matters. To the knowledge of Company, Holdco and the Merger Sub, there is no plan or intention to liquidate SPAC (including a liquidation for Tax purposes) following the Transactions.

ARTICLE VII
CONDUCT OF BUSINESS PENDING THE MERGER

SECTION 7.01 Conduct of Business by the Company, Holdco and Merger Sub Pending the Merger.

(a) The Company agrees that, between the date of this Agreement and the Closing or the earlier termination of this Agreement, except as (i) expressly contemplated or permitted by any other provision of this Agreement or any Ancillary Agreement, (ii) as set forth in Section 7.01 of the Company Disclosure Schedule, and (iii) as required by applicable Law (including COVID-19 Measures or as may be requested or compelled by any Governmental Authority), unless SPAC shall otherwise consent in writing, which consent shall not be unreasonably withheld, delayed or conditioned: (A) the Company shall, and shall cause the Company Subsidiaries to, conduct their business in all material respects in the ordinary course of business and in a manner consistent with past practice; provided that, in the case of actions that are taken (or omitted to be taken) reasonably in response to an emergency or urgent condition or conditions arising from COVID-19, the Company and the Company Subsidiaries shall not be deemed to be acting outside the ordinary course of business, so long as such actions or omissions are reasonably designed to (1) protect the health or welfare of the Company's employees, directors, officers or agents or (2) comply with clause (B) of this Section 7.01(a), and in each case, the Company promptly notifies SPAC prior to taking such actions and reasonably takes into account the reasonable requests of SPAC in further acts or omissions of the Company with respect to such condition or conditions arising from COVID-19; and (B) the Company shall use its reasonable best efforts to preserve substantially intact the business organization of the Company and the Company Subsidiaries and shall use its commercially reasonable efforts to keep available the services of the current officers, key employees and consultants of the Company and the Company Subsidiaries and to preserve the current relationships of the Company and the Company Subsidiaries with customers, suppliers and other persons with which the Company or any Company Subsidiary has significant business relations.

(b) By way of amplification and not limitation, except as (x) expressly contemplated or permitted by any other provision of this Agreement or any Ancillary Agreement, (y) as set forth in Section 7.01 of the Company Disclosure Schedule, and (z) as required by applicable Law (including COVID-19 Measures or as may be requested or compelled by any Governmental Authority), the Company shall not, and shall cause each Company Subsidiary, Holdco and Merger Sub not to, between the date of this Agreement and the Closing or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of SPAC which consent shall not be unreasonably withheld, delayed or conditioned:

(i) amend or otherwise change its memorandum of association, articles of association, certificate of incorporation, by-laws or equivalent organizational documents;

(ii) issue, sell, pledge, dispose of, grant or encumber, solicit, propose, negotiate with respect to, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, (A) any shares of any class of capital stock of the Company or any Company Subsidiary, if any, (B) any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest) or (C) except in the ordinary course of business, any assets of the Company or any Company Subsidiary;

(iii) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock;

(iv) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its capital stock, other than redemptions of equity securities from former employees upon the terms set forth in the underlying agreements governing such equity securities;

(v) merge or consolidate with any other person or restructure, reorganize, dissolve or completely or partially liquidate or otherwise enter into any agreements or arrangements imposing material changes or restrictions on its assets, operations or businesses;

(vi) acquire or invest (including, without limitation, by merger, consolidation, or acquisition of stock or assets or any other business combination) any corporate partnership, other business organization, or any division thereof, in each case, for an aggregate purchase price that exceeds $5,000,000;

(vii) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise become responsible for, the obligations of any person, or make any loans or advances, or intentionally grant any security interest in any of its assets, in each case, except in the ordinary course of business and consistent with past practice;

(viii) transfer, sell, lease, license, mortgage, pledge, surrender, encumber, divest, cancel abandon or allow to lapse or expire or otherwise dispose of any of its material assets, properties, licenses, operations, rights, production lines, businesses or interests therein, except for sales or other dispositions in the ordinary course of business consistent with past practice;

(ix) (A) increase the compensation or benefit payable to any current or former director, officer, employee or consultant of the Company or any Company Subsidiary, other than (1) health and welfare plan renewals in the ordinary course of business consistent with past practices or (2) increases in base salary or wage of employees in the ordinary course of business whose annual base salary or wage is not in excess of $300,000; (B) take any action to accelerate or commit to accelerate the funding, payment, or vesting of any compensation or benefits to any current or former director, officer, employee or consultant; (C) hire or otherwise enter into any employment or consulting agreement or arrangement with any person or terminate (other than for cause) any current or former director, officer, employee or consultant provider whose annual base salary or wage would exceed $300,000; or (D) enter into any new, or materially amend any existing employment or severance or termination agreement with any current or former director, officer, employee or consultant provider whose annual base salary or wage would exceed $300,000;

(x) adopt, enter into, materially amend and/or terminate any Plan or any plan, program, agreement, arrangement or policy for the current or future benefit of any current or former director, officer, employee, consultant or individual independent contractor that would be a Plan if it were in existence on the date hereof (including any existing employment or severance or termination agreement with any current or former director, officer, employee or consultant), except as may be required by applicable Law or health and welfare Plan renewals in the ordinary course of business and consistent with past practice;

(xi) materially amend other than reasonable and usual amendments in the ordinary course of business, with respect to accounting policies or procedures, other than as required by the Accounting Principles;

(xii) make change or revoke any material Tax election, change any annual Tax accounting period, adopt or change any method of Tax accounting, materially amend any Tax Returns or file claims for Tax refunds except in the ordinary course of business, enter into any closing agreement, waive or extend any statute of limitations period in respect of an amount of Taxes, settle any Tax claim, audit or assessment, or surrender any right to claim a Tax refund, offset or other reduction in Tax liability;

(xiii) materially amend or modify, or consent to the termination (excluding any expiration in accordance with its terms) of any Material Contract or materially amend or modify, waive, or consent to the termination (excluding any expiration in accordance with its terms) of the Company's or any Company Subsidiary's material rights thereunder, in each case in a manner that is adverse to the Company or any Company Subsidiary, taken as a whole, except in the ordinary course of business;

(xiv) intentionally permit any material item of Company IP to lapse or to be abandoned, invalidated, dedicated to the public, or disclaimed, or otherwise become unenforceable or fail to perform or make any applicable filings, recordings or other similar actions or filings, or fail to pay all required fees and taxes required to maintain and protect its interest in each and every material item of Company IP;

(xv) create or incur any Lien material to the Company, any Company Subsidiary, Holdco or Merger Sub other than Permitted Liens incurred in the ordinary course of business consistent with past practice;

(xvi) make any loans, advances, or guarantees in any person (other than the Company or any Company Subsidiaries) that exceed $500,000 in the aggregate at any time outstanding;

(xvii) fail to make or authorize any budgeted capital expenditures or make or authorize any unbudgeted capital expenditures, in each case in excess of 10% of the aggregate amount of budgeted capital expenses;

(xviii) fail to pay or satisfy when due any material account payable or other material liability, other than in the ordinary course of business consistent with past practice or any such liability that is being contested in good faith by the Company or any Company Subsidiary;

(xix) fail to keep current and in full force and effect, or comply in all material respects with the requirements of any Company Permit issued to the Company or any Company Subsidiary by any Governmental Authority;

(xx) take any steps for liquidation, winding-up, freeze of proceedings, arrangements with creditors or similar action or proceeding by or in respect of the Company or any Company Subsidiary;

(xxi) take any actions or omit to take any actions that would, individually or in the aggregate, reasonably be expected to result in any of the conditions set forth in Article IX not being satisfied;

(xxii) engage in any dealings or transactions (i) with any Restricted Person in violation of applicable laws; (ii) involving any Sanctionable Activity; or (iii) otherwise in violation of Sanction Laws, Export Control Laws or Import Control Laws; or

(xxiii) enter into any formal or informal agreement or otherwise make a binding commitment to do any of the foregoing.

(c) By way of amplification and not limitation, Holdco shall not, and the Company shall not permit Holdco to, between the date of this Agreement and the Closing or the earlier termination of this Agreement, directly or indirectly, except as expressly contemplated or permitted by any other provision of this Agreement, any Ancillary Agreements or as may be required by applicable Law (including as may be requested or compelled by any Governmental Authority), do any of the following without the prior written consent of SPAC which consent shall not be unreasonably withheld, delayed or conditioned:

(i) engage in any business or activity other than the consummation of the Exchange;

(ii) amend or otherwise change the Holdco Organizational Documents except for the A&R Holdco Organizational Documents or as otherwise required to implement the Holdco Redeemable A Shares Redemption, the Holdco Redeemable B Shares Redemption, the Exchange and issuance of Merger Consideration;

(iii) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock;

(iv) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of the Holdco Ordinary Shares;

(v) issue, sell, pledge, dispose of, grant or encumber, or authorize, solicit, propose, or negotiate with respect to the issuance, sale, pledge, disposition, grant or encumbrance of, any shares of any class of capital or other securities of Holdco or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital, or any other ownership interest (including, without limitation, any phantom interest), of Holdco;

(vi) liquidate, dissolve, reorganize or otherwise wind up the business and operations of Holdco;

(vii) amend any Exchange Agreement or any other agreement related to the Exchange;

(viii) permit any Company Shareholder who acquires Holdco Ordinary Shares pursuant to the Exchange to transfer, sell, lease, license, mortgage, pledge, surrender, encumber, divest, cancel, abandon or otherwise dispose of any Holdco Ordinary Shares, or recognize any such transfer, sale, lease, license, mortgage, pledge, surrender, encumbrances, divestment, cancellation, abandonment or other disposition of Holdco Ordinary Shares;

(ix) transfer, sell, lease, license, mortgage, pledge, surrender, encumber, divest, cancel, abandon or allow to lapse or expire or otherwise dispose of any Company Ordinary Shares acquired pursuant to the Exchange and any such attempted action shall be null and void and Company will not inscribe any such transfer (of any kind as contemplated in this provision) in the shareholder register of Company;

(x) acquire or hold any equity securities or rights thereto in any person other than the Company, pursuant to the Exchange, and Merger Sub; or

(xi) enter into any formal or informal agreement or otherwise make a binding commitment to do any of the foregoing.

SECTION 7.02 Conduct of Business by SPAC Pending the Merger. SPAC agrees that, between the date of this Agreement and the Closing or the earlier termination of this Agreement, except as expressly contemplated by any other provision of this Agreement or any Ancillary Agreement or in connection with a PIPE, and except as set forth on Section 7.02 of the SPAC Disclosure Schedule and as required by applicable Law (including as may be requested or compelled by any Governmental Authority), unless the Company shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed or conditioned), the business of SPAC shall be conducted in the ordinary course of business and in a manner consistent with past practice and SPAC shall not, directly or indirectly, take any action that would reasonably be likely to materially delay or prevent the Transactions. By way of amplification and not limitation, except as expressly contemplated by any other provision of this Agreement or any Ancillary Agreement, as set forth on Section 7.02 of the SPAC Disclosure Schedule or as required by applicable Law (including as may be requested or compelled by any Governmental Authority), SPAC shall not, between the date of this Agreement and the Closing or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of the Company, which consent shall not be unreasonably withheld, delayed or conditioned:

(a) amend or otherwise change the SPAC Organizational Documents;

(b) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, shares, property or otherwise, with respect to any of its shares, other than pursuant to the Redemption Rights from the Trust Fund that are required pursuant to the SPAC Organizational Documents;

(c) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of the SPAC Ordinary Shares or SPAC Warrants except for the Redemption Rights from the Trust Fund that are required pursuant to the SPAC Organizational Documents;

(d) issue, sell, pledge, dispose of, grant or encumber, or authorize, solicit, propose, or negotiate with respect to the issuance, sale, pledge, disposition, grant or encumbrance of, any shares of any class of shares or other securities of SPAC or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such shares, or any other ownership interest (including, without limitation, any phantom interest), of SPAC;

(e) reclassify, combine, split or subdivide, directly or indirectly, any of its shares (except pursuant to the Redemption Rights);

(f) acquire (including, without limitation, by merger, consolidation, or acquisition of stock, shares or assets or any other business combination) any corporation, partnership, other business organization or any division thereof or any material amount of assets or enter into any strategic joint ventures, partnerships or alliances with any other person;

(g) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise become responsible for, the obligations of any person, or make any loans or advances, or intentionally grant any security interest in any of its assets;

(h) make any change in any method of financial accounting or financial accounting principles, policies, procedures or practices, except as required by a concurrent amendment in GAAP or applicable Law made subsequent to the date hereof, as agreed to by its independent accountants;

(i) make, change or revoke any material Tax election, change any annual Tax accounting period, adopt or change any method of Tax accounting, amend any Tax Returns or file claims for Tax refunds, enter into any closing agreement, waive or extend any statute of limitations period in respect of an amount of Taxes, settle any Tax claim, audit or assessment, or surrender any right to claim a Tax refund, offset or other reduction in Tax liability;

(j) liquidate, dissolve, reorganize or otherwise wind up the business and operations of SPAC;

(k) amend the Trust Agreement or any other agreement related to the Trust Account; or

(l) enter into any formal or informal agreement or otherwise make a binding commitment to do any of the foregoing.

SECTION 7.03 Claims Against Trust Account. Each of Holdco, Merger Sub and the Company agrees that, notwithstanding any other provision contained in this Agreement, none of Holdco, Merger Sub or the Company does now have, and shall not at any time prior to the Merger Effective Time have, any claim to, or make any claim against, the Trust Fund, regardless of whether such claim arises as a result of, in connection with or relating in any way to, the business relationship between or among Holdco, Merger Sub, the Company and SPAC, this Agreement, or any other agreement or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims against the Trust Fund are collectively referred to in this Section 7.03 as the "Claims"). Notwithstanding any other provision contained in this Agreement, each of Holdco, Merger Sub and the Company hereby irrevocably waives any Claim it may have, now or in the future and will not seek recourse against the Trust Fund for any reason whatsoever in respect thereof provided, however, that the foregoing waiver will not limit or prohibit any of Holdco, Merger Sub or the Company from pursuing a claim against SPAC or any other person (a) for legal relief against monies or other assets of SPAC held outside of the Trust Account or for specific performance or other equitable relief in connection with the Transactions or (b) for damages for breach of this Agreement against SPAC (or any successor entity) in the event this Agreement is terminated for any reason and SPAC consummates a business combination transaction with another party. In the event that any of Holdco, Merger Sub or the Company commences any Claims against or involving the Trust Fund in violation of the foregoing, SPAC shall be entitled to recover from Holdco, Merger Sub or the Company, as applicable the associated reasonable legal fees and costs in connection with any such action, in the event SPAC prevails in such action or proceeding.

SECTION 7.04 SPAC Public Filings.

(a) Between the date of this Agreement and the Closing or the earlier termination of this Agreement, SPAC will keep current and timely file all of the forms, reports, schedules, statements and other documents required to be filed by SPAC with the SEC, including all necessary amendments and supplements thereto, and otherwise comply in all material respects with applicable securities Laws (the "Additional SEC Reports"). All such Additional SEC Reports (including any financial statements or schedules included therein) (i) shall be prepared in all material respects in accordance with either the requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, and the rules and regulations promulgated thereunder and (ii) will not, at the time they are filed, or, if amended, as of the date of such amendment, contain any Misrepresentation. As used in this Section 7.04, the term "file" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC or Nasdaq. Any Additional SEC Reports which discuss or refer to this Agreement or the Transactions shall be subject to the prior review and approval of the Company (not to be unreasonably withheld, delayed or conditioned).

(b) Between the date of this Agreement and the Closing or the earlier termination of this Agreement, SPAC shall use its reasonable best efforts prior to the Merger to maintain the listing of the SPAC Units, the SPAC Ordinary Shares and the SPAC Warrants on the Nasdaq Capital Market.

ARTICLE VIII
ADDITIONAL AGREEMENTS

SECTION 8.01 Proxy Statement; Registration Statement.

(a) As promptly as practicable after the execution and delivery of this Agreement and delivery of the PCAOB Financials, (i) Holdco, the Company and SPAC shall prepare and Holdco shall file with the SEC the proxy statement/prospectus (as amended or supplemented from time to time, the "Proxy Statement/Prospectus") to be sent to the SPAC Shareholders relating to the general meeting of SPAC (the "SPAC Shareholders' Meeting") for the purpose of soliciting proxies from SPAC Shareholders for the matters to be acted upon at the SPAC Shareholders' Meeting and providing the SPAC Shareholders an opportunity in accordance with the SPAC Organizational Documents to have their SPAC Ordinary Shares redeemed (the "Redemption") in conjunction with the shareholder vote on the SPAC Proposals and (ii) Holdco, the Company and SPAC shall prepare and Holdco shall file (and the Company and SPAC shall cause Holdco to file) with the SEC a registration statement on Form F-4 or such other applicable form as the Company and SPAC may agree (as amended or supplemented from time to time, the "Registration Statement"), in which the Proxy Statement/Prospectus will be included, in connection with the registration under the Securities Act of the Holdco Ordinary Shares and Holdco Warrants to be issued in the Merger. Each Party shall use its reasonable best efforts to cause the Registration Statement and the Proxy Statement/Prospectus to comply with the applicable rules and regulations promulgated by the SEC, including providing any necessary opinions of counsel, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing, and to keep the Registration Statement effective as long as is necessary to consummate the Transactions. Each of Holdco, the Company and SPAC shall furnish all information as may be reasonably requested by the other Parties in connection with any such action and the preparation, filing and distribution of the Registration Statement and the Proxy Statement/Prospectus; provided, however, that no Party shall use any such information for any purposes other than those contemplated by this Agreement unless such Party obtains the prior written consent of the other. SPAC also agrees to use its reasonable best efforts to obtain all necessary state securities law or "Blue Sky" permits and approvals required to carry out the Transactions, and the Company shall furnish all information concerning the Company and the Company Subsidiaries as may be reasonably requested in connection with any such action; provided that, without the prior written consent of the Company, SPAC shall not use any such information for any purposes other than to obtain necessary state securities law or "Blue Sky" permits and approvals.

(b) As promptly as practicable after the Registration Statement shall have become effective, SPAC shall use its reasonable best efforts to cause the Proxy Statement/Prospectus to be mailed to the SPAC Shareholders as of the record date for the SPAC Shareholders' Meeting. No filing of, or amendment or supplement to, the Registration Statement or the Proxy Statement/Prospectus will be made (in each case including documents incorporated by reference therein) by SPAC, the Company or Holdco without providing the other with a reasonable opportunity to review and comment thereon and each Party shall give reasonable and good faith consideration to any comments made by any other Party and their counsel. Each of SPAC, the Company and Holdco will be given a reasonable opportunity to participate in the response to any SEC comments and to provide comments on that response (to which reasonable and good faith consideration shall be given), including by participating with SPAC, the Company or Holdco or their counsel in any discussions or meetings with the SEC. SPAC shall comply with all applicable rules and regulations promulgated by the SEC, any applicable rules and regulations of Nasdaq, SPAC Organizational Documents, and this Agreement in the preparation, filing and distribution of the Proxy Statement/Prospectus, any solicitation of proxies thereunder, the calling and holding of the SPAC Shareholders' Meeting and the Redemption.

(c) If at any time prior to the Merger Effective Time, any information relating to SPAC, the Company or Holdco or any of their respective affiliates, directors or officers, should be discovered by SPAC, the Company or Holdco which should be set forth in an amendment or supplement to either the Registration Statement or the Proxy Statement/Prospectus, so that either such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, the Party that discovers such information shall promptly notify the other Parties and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the SPAC Shareholders.

(d) Each of SPAC, the Company and Holdco will advise the other Parties promptly after it receives any oral or written request by the SEC for amendment of the Proxy Statement/Prospectus or the Registration Statement, as applicable, or comments thereon and responses thereto, any oral or written comments or requests in relation to the SPAC Shareholders' Meeting or the Redemption, or requests by the SEC for additional information and each Party will promptly provide the other with copies of any written communication between it or any of its Representatives, on the one hand, and the SEC, any state securities commission or their respective staffs, on the other hand, with respect to the Proxy Statement/Prospectus, the Registration Statement, the Exchange, the Merger, the SPAC Shareholders' Meeting or the Redemption. SPAC, the Company and Holdco shall use their respective reasonable best efforts, after consultation with each other, to resolve all such requests or comments with respect to the Proxy Statement/Prospectus, the Registration Statement, the SPAC Shareholders' Meeting or the Redemption, as applicable, as promptly as reasonably practicable after receipt thereof.

(e) Without limiting the generality of the foregoing, each of SPAC, the Company and Holdco shall cooperate with each other in the preparation of each of the Proxy Statement/Prospectus and the Registration Statement, and each of the Company and SPAC shall furnish Holdco with all information concerning it and its affiliates as the providing Party (after consulting with counsel) may deem reasonably necessary or advisable in connection with the preparation of the Proxy Statement/Prospectus or the Registration Statement, as applicable.

(f) SPAC, the Company and Holdco shall notify each other promptly of the time when the Registration Statement has become effective, of the issuance of any stop order or suspension of the qualification of the Holdco Ordinary Shares or Holdco Warrants issuable in connection with the Merger for offering or sale in any jurisdiction, or of the receipt of any comments from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Proxy Statement/Prospectus or the Registration Statement or for additional information.

SECTION 8.02 SPAC Shareholders' Meetings. SPAC shall call the SPAC Shareholders' Meeting in accordance with the SPAC Organizational Documents and applicable Law for the purposes of voting upon the SPAC Proposals as promptly as practicable after the date on which the SEC has declared the Registration Statement effective for the purpose of voting solely upon the SPAC Proposals. SPAC shall consult with the Company in fixing the record date for the SPAC Shareholders' Meeting and the date of the SPAC Shareholders' Meeting, give notice to the Company of the SPAC Shareholders' Meeting and allow the Company's representatives and legal counsel to attend the SPAC Shareholders' Meeting. Without the prior written consent of the Company (not to be unreasonably withheld, delayed or conditioned), the SPAC Proposals shall be the only matters (other than procedural matters) which SPAC shall propose to be acted on by the SPAC Shareholders at the SPAC Shareholders' Meeting. SPAC shall include in the Proxy Statement/Prospectus the recommendation of the SPAC Board that the SPAC Shareholders vote in favor of the SPAC Proposals and shall otherwise use its reasonable best efforts to obtain the approval of the SPAC Proposals at the SPAC Shareholders' Meeting, including by soliciting from its shareholders proxies as promptly as possible in favor of the SPAC Proposals, and shall take all other action necessary or advisable to secure the required vote or consent of its shareholders therefor. SPAC shall provide the Company with (a) updates with respect to the tabulated vote counts received by SPAC, (b) the right to demand postponement or adjournment of the SPAC Shareholders' Meeting if, based on the tabulated vote count, SPAC will not receive the required approval of its shareholders of the SPAC Proposals; provided, however, that SPAC shall not be permitted to postpone the SPAC Shareholders' Meeting more than the earlier of (i) five (5) Business Days prior to the Outside Date and (ii) ten (10) days from the date of the first SPAC Shareholders' Meeting without the prior written consent of the Company (not to be unreasonably withheld, delayed or conditioned), and (c) the right to review and comment on all communication sent to SPAC Shareholders, holders of SPAC Warrants and/or proxy solicitation firms.

SECTION 8.03 Access to Information; Confidentiality.

(a) From the date of this Agreement until the earlier of the Closing or the termination of this Agreement, the Company and SPAC shall (and shall cause their respective subsidiaries to): (i) provide to the other Party (and the other Party's officers, directors, employees, accountants, consultants, legal counsel, agents and other representatives, collectively, "Representatives") reasonable access at reasonable times upon prior notice to the officers, employees, agents, properties, offices and other facilities of such Party and its subsidiaries and to the books and records thereof; provided, that such access shall not unreasonably interfere with the business and operations of SPAC and the Company; and (ii) furnish promptly to the other Party such information concerning the business, properties, contracts, assets, liabilities, personnel and other aspects of such Party and its subsidiaries as the other Party or its Representatives may reasonably request. Notwithstanding the foregoing, neither the Company nor SPAC shall be required to provide access to or disclose information where the access or disclosure would jeopardize the protection of attorney-client privilege or contravene applicable Law (it being agreed that the Parties shall use their reasonable best efforts to cause such information to be provided in a manner that would not result in such jeopardy or contravention).

(b) All information obtained by the Parties pursuant to this Section 8.03 shall be kept confidential in accordance with the confidentiality agreement, dated October 30, 2020 (the "Confidentiality Agreement"), between SPAC and the Company.

(c) Notwithstanding anything in this Agreement to the contrary, each Party (and its Representatives) may consult any tax advisor regarding the tax treatment and tax structure of the Transactions and may disclose to any other person, without limitation of any kind, the tax treatment and tax structure of the Transactions and all materials (including opinions or other tax analyses) that are provided relating to such treatment or structure, in each case in accordance with the Confidentiality Agreement.

SECTION 8.04 Employee Benefits Matters.

(a) Holdco shall, or shall cause the Company, the Surviving Company and each of their respective subsidiaries, as applicable, to provide the employees of the Company and the Company Subsidiaries who remain employed immediately after the Closing (the "Continuing Employees") to receive credit for purposes of eligibility to participate and vesting under any employee benefit plan, program or arrangement established or maintained by Holdco, the Company or the Surviving Company or any of their respective subsidiaries, other than any qualified or nonqualified defined benefit plan, for service accrued or deemed accrued prior to the Closing with the Company or any Company Subsidiary; provided, however, that such crediting of service shall not operate to duplicate any benefit or the funding of any such benefit. In addition, Holdco shall use reasonable best efforts to (i) cause to be waived any eligibility waiting periods, any evidence of insurability requirements and the application of any pre-existing condition limitations under each of the employee benefit plans established or maintained by Holdco, the Company, the Surviving Company or any of their respective subsidiaries that cover the Continuing Employees or their dependents following the Closing and (ii) cause any eligible expenses incurred by any Continuing Employee and his or her covered dependents, during the portion of the plan year in which the Closing occurs, under those health and welfare Plans in which such Continuing Employee participates immediately prior to the Closing to be taken into account under those health and welfare benefit plans of Holdco, the Company, the Surviving Company or any of their respective subsidiaries in which such Continuing Employee participates following the Closing for purposes of satisfying all deductible, coinsurance, and maximum out-of-pocket requirements applicable to such Continuing Employee and his or her covered dependents for the applicable plan year. Following the Closing, Holdco shall, or shall cause the Company, the Surviving Company and each of their respective subsidiaries, as applicable, to honor all accrued but unused vacation and other paid time off of the Continuing Employees that existed immediately prior to the Closing.

(b) Notwithstanding anything in this Section 8.04 to the contrary, nothing contained herein, whether express or implied, is or will be deemed to be an establishment, amendment or other modification of any Plan or any employee benefit plan, program, policy, agreement or arrangement of Holdco, the Company, the Surviving Company and each of their respective subsidiaries or affiliates, or shall prohibit or limit the right of Holdco, the Company, the Surviving Company and each of their respective subsidiaries or affiliates to amend, terminate or otherwise modify any Plan or other employee benefit plan, program, policy, agreement or arrangement. The Parties acknowledge and agree that all provisions contained in this Section 8.04 are included for their sole benefit, and that nothing in this Section 8.04, whether express or implied, shall create (i) any third party beneficiary or other rights in any other person, including any Continuing Employee, any participant in any Plan or employee benefit plan, program, policy, agreement or arrangement of Holdco, the Company, the Surviving Company and each of their respective subsidiaries or affiliates, or any dependent or beneficiary thereof, or (ii) any rights in such person to continued employment with Holdco, the Company, the Surviving Company or any of their respective subsidiaries or affiliates or to any particular term or condition of employment.

SECTION 8.05 Directors' and Officers' Indemnification.

(a) To the fullest extent permitted under applicable Law, the A&R Holdco Organizational Documents shall contain provisions no less favorable with respect to indemnification, advancement or expense reimbursement than are set forth in the Company Organizational Documents and the SPAC Organizational Documents, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from the Closing Date in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Merger Effective Time, were directors, officers, employees, fiduciaries or agents of the Company or SPAC (each such individual, a "D&O Indemnified Party" and collectively, the "D&O Indemnified Parties"), unless such modification shall be required by applicable Law. Holdco and the Company agree that with respect to the provisions of the articles, bylaws, limited liability company agreements or other equivalent organizational documents of the Company Subsidiaries relating to indemnification, advancement or expense reimbursement, such provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from the Merger Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Closing Date, were directors, managers, officers, employees, fiduciaries or agents of such Company Subsidiary, unless such modification shall be required by applicable Law.

(b) Holdco shall obtain, fully pay the premium for, and maintain prior to the Closing a fully-paid "tail" insurance policy for a term of six (6) years from the Closing Date (the "D&O Tail Policy", and the period for the D&O Tail Policy, the "Tail Period") with terms and scope of coverage at least as favorable as the Company's directors and officers insurance policy and SPAC's directors and officers insurance policy covering those persons thereunder; provided, however, that nothing in this Section 8.05(b) shall relieve Holdco or the Company of its other obligations under this Section 8.05, or allow Holdco or the Company to delay its performance of its obligations under this Section 8.05 and otherwise to provide indemnification for or make any expense advances with respect to the expenses of any claim for indemnification by a D&O Indemnified Party. Holdco shall maintain the D&O Tail Policy in full force and effect for the full term and comply with all obligations thereunder. Such D&O Tail Policy shall be non-cancellable and placed with the incumbent insurers using the policies that were in place as of the date of this Agreement (unless the incumbent insurers will not offer such policies in which case coverage for the Tail Period shall be placed with a substantially comparable insurer with the same or better terms, conditions, exclusions, retentions and limits of the expiring policies). Holdco will instruct the insurers and their brokers that they may communicate directly with the D&O Indemnified Party(ies) regarding such claim, and Holdco and the Company will provide the D&O Indemnified Party(ies) a copy of all insurance policies and coverage correspondence relating to any proceeding involving any D&O Indemnified Party upon request. The D&O Indemnified Parties are express and intended third-party beneficiaries of the provisions of this Section 8.05(b) and shall be entitled to independently enforce the terms hereof as if they were each a party to this Agreement.

(c) In the event Holdco, the Company, the Surviving Company or any of their respective successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving company or entity in such consolidation or merger, or (ii) transfers all or substantially all of its properties and assets to any person, then and in any such case proper provision shall be made so that the successors and assigns of Holdco, the Company, the Surviving Company, as the case may be, shall assume the obligations set forth in this Section 8.05.

(d) Holdco shall cause (i) each of its directors to be compensated in substantially the same manner and in the same amount than its other directors and (ii) such compensation to be consistent with compensation of directors of substantially comparable companies, including with respect to size, listed on Nasdaq.

SECTION 8.06 Notification of Certain Matters. The Company shall give prompt notice to SPAC, and SPAC shall give prompt notice to the Company, of any event which a Party becomes aware of between the date of this Agreement and the Closing (or the earlier termination of this Agreement in accordance with Article X), the occurrence, or non-occurrence of which causes or would reasonably be expected to cause any of the conditions set forth in Article IX to fail. The failure by the Company or SPAC to give notice under this Section 8.06 shall not be deemed to be a breach under this Section 8.06, unless such breach is knowing and in any event shall not give rise to any additional damages above and beyond the breach of the underlying representation, warranty, covenant, condition or agreement, as the case may be.

SECTION 8.07 Further Action; Reasonable Best Efforts

(a) Upon the terms and subject to the conditions of this Agreement, each of the Parties shall use its reasonable best efforts to take, or cause to be taken, appropriate action, and to do, or cause to be done, such things as are necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective the Transactions as soon as practicable, including, without limitation, using its reasonable best efforts to obtain all permits, consents, approvals, authorizations, qualifications and orders of Governmental Authorities and parties to contracts with the Company and the Company Subsidiaries as set forth in Section 4.05 necessary for the consummation of the Transactions and to fulfill the conditions to the Merger. In case, at any time after the Closing, any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of each Party shall use their reasonable best efforts to take all such action.

(b) Each of the Parties shall keep each other apprised of the status of matters relating to the Transactions, including promptly notifying the other Parties of any communication it or any of its affiliates receives from any Governmental Authority relating to the matters that are the subject of this Agreement and permitting the other Parties to review in advance, and to the extent practicable consult about, any proposed communication by such Party to any Governmental Authority in connection with the Transactions. No Party shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry unless it consults with the other Parties in advance and, to the extent permitted by such Governmental Authority, gives the other Parties the opportunity to attend and participate at such meeting. Subject to the terms of the Confidentiality Agreement, the Parties will use reasonable best efforts to coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Parties may reasonably request in connection with the foregoing. Subject to the terms of the Confidentiality Agreement, the Parties will provide each other with copies of all material correspondence, filings or communications, including any documents, information and data contained therewith, between them or any of their Representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the Transactions. No Party shall take or cause to be taken any action before any Governmental Authority that is inconsistent with or intended to delay its action on requests for a consent or the consummation of the Transactions.

SECTION 8.08 Public Announcements. The initial press release relating to this Agreement shall be a joint press release the text of which has been agreed to by each of SPAC and the Company. Thereafter, between the date of this Agreement and the Closing Date (or the earlier termination of this Agreement in accordance with Article X) unless otherwise prohibited by applicable Law or the requirements of the Nasdaq Capital Market, each of SPAC and the Company shall each use its reasonable best efforts to consult with each other before issuing any press release or otherwise making any public statements (including through social media platforms) with respect to this Agreement, the Merger or any of the other Transactions, and shall not issue any such press release or make any such public statement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed).

SECTION 8.09 Tax Matters.

(a) No Party has taken (or failed to take) any action or caused any action to be taken (or to fail to be taken) and will not take (or fail to take) any action or will cause any action to be taken (or to fail to be taken) (in each case other than any action provided for or prohibited by this Agreement), or has any knowledge of any fact or circumstance that could reasonably be expected to prevent the Merger and subsequent Exchange from qualifying for the Intended Tax Treatment.

(b) Each Party agrees to act in good faith, consistent with the Intended Tax Treatment and will not take any position on any U.S. Tax Return or otherwise take any U.S. Tax reporting position inconsistent with the Intended Tax Treatment, unless otherwise required by a "determination" within the meaning of Section 1313 of the Code that the Intended Tax Treatment is not correct. For the avoidance of doubt, the preceding sentence shall not be interpreted to prevent a person from reporting transactions hereunder pursuant to other applicable non-recognition provisions of the Code, including under Section 368 of the Code (other than Code Section 368(a)(1)(F)), to the extent any such position is not, in and of itself, conflicting with the qualification of the transactions contemplated hereby for the Intended Tax Treatment. Notwithstanding the foregoing, the Exchange taken together with the election made pursuant to paragraph (c)(iv) below shall be treated as a reorganization under Code Section 368(a)(1)(D).

(c) Tax Covenants.

(i) The Parties agree that this Agreement is a "plan of reorganization" within the meaning of Treasury Regulation Section 1.368-2(g) and 1.368-3(a).

(ii) From the date of this Agreement to the Closing, (x) the Company shall and shall cause each of the Company Subsidiaries to, and (y) SPAC shall:

(A) prepare, in the ordinary course of business consistent with past practice (except as otherwise required by a change in applicable Law), and timely file all Tax Returns required to be filed by it on or before the Closing Date ("Post-Signing Returns");

(B) deliver drafts of such material Post-Signing Returns to the other Party no later than ten (10) Business Days prior to the date (including extensions) on which such Post-Signing Returns are required to be filed;

(C) fully and timely pay all Taxes due and payable in respect of such Post-Signing Returns that are so filed;

(D) properly reserve (and reflect such reserve in its books and records and relevant financial statements), in the ordinary course of business consistent with past practice, for all Taxes payable by it for which no Post-Signing Return is due prior to the Closing Date; and

(E) promptly notify the other Party of any material federal, state, local or foreign income or franchise, Action or audit pending or threatened in writing against or with respect to such Party or its subsidiaries in respect of any Tax matter.

(iii) Holdco acknowledges that any SPAC Shareholder who owns five percent (5%) or more of the ordinary shares of Holdco immediately after the Closing, as determined under Section 367 of the Code and the Treasury Regulations promulgated thereunder, may enter into (and cause to be filed with the IRS) a gain recognition agreement in accordance with Treasury Regulations Section 1.367(a)-8. Upon the written request of any such SPAC Shareholder made following the Closing Date, Holdco shall (i) use reasonable best efforts to furnish to such SPAC Shareholder such information as such SPAC Shareholder reasonably requests in connection with such SPAC Shareholder's preparation of a gain recognition agreement, and (ii) use reasonable best efforts to provide such SPAC Shareholder with the information reasonably requested by such SPAC Shareholder for purposes of determining whether there has been a gain "triggering event" under the terms of such SPAC Shareholder's gain recognition agreement, in each case, at the sole cost and expense of such requesting SPAC Shareholders.

(iv) After the Merger and the Exchange have been completed, the Company shall file an election that is effective the day after the Merger to be classified as a disregarded entity for United States federal tax purposes under Treasury Regulations Section 301.7701-3.

(d) Transfer Taxes. Any Transfer Taxes incurred in connection with the Transactions shall be paid by SPAC.

SECTION 8.10 Stock Exchange Listing. The Company, Holdco and SPAC shall use their respective reasonable best efforts to cause the Merger Consideration, to be issued in the form of Holdco Ordinary Shares and Holdco Warrants and Holdco Ordinary Shares that will become issuable upon the exercise of the Holdco Warrants, to be approved for listing on Nasdaq, subject to official notice of issuance, as promptly as practicable after the date of this Agreement, and in any event prior to the Closing Date.

SECTION 8.11 Delisting and Deregistration. The Company, Holdco and SPAC shall use their respective reasonable best efforts to cause the SPAC Units, SPAC Ordinary Shares and SPAC Warrants to be delisted from Nasdaq (or be succeeded by the respective Holdco securities) and to terminate its registration with the SEC pursuant to Sections 12(b), 12(g) and 15(d) of the Exchange Act (or be succeeded by Holdco) as of the Closing Date or as soon as practicable thereafter.

SECTION 8.12 Antitrust.

(a) To the extent required under any Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition or creation or strengthening of a dominant position through merger or acquisition, including the HSR Act and the Laws of any jurisdiction or Governmental Authority outside of the United States ("Antitrust Laws"), each Party agrees to promptly (but in no event later than fifteen (15) days after the date hereof) make any required filing or application under Antitrust Laws, as applicable. The Parties agree to supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to Antitrust Laws and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods or obtain required approvals, as applicable under Antitrust Laws as soon as practicable, including by requesting early termination of any waiting periods thereunder.

(b) Each Party shall, in connection with its efforts to obtain all requisite approvals and authorizations for the Transactions under any Antitrust Law, use its reasonable best efforts to: (i) cooperate in all respects with each other Party or its affiliates in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private person; (ii) keep the other Parties reasonably informed of any communication received by such Party or its Representatives from, or given by such Party or its Representatives to, any Governmental Authority and of any communication received or given in connection with any proceeding by a private person, in each case regarding any of the Transactions; (iii) permit a Representative of the other Parties and their respective outside counsel to review any communication given by it to, and consult with each other in advance of any meeting or conference with, any Governmental Authority or, in connection with any proceeding by a private person, with any other person, and to the extent permitted by such Governmental Authority or other person, give a Representative or Representatives of the other Parties the opportunity to attend and participate in such meetings and conferences; (iv) in the event a Party's Representative is prohibited from participating in or attending any meetings or conferences, the other Parties shall keep such Party promptly and reasonably apprised with respect thereto; and (v) use reasonable best efforts to cooperate in the filing of any memoranda, white papers, filings, correspondence or other written communications explaining or defending the Transactions, articulating any regulatory or competitive argument, and/or responding to requests or objections made by any Governmental Authority.

(c) No Party shall take any action that could reasonably be expected to adversely affect or materially delay the approval of any Governmental Authority of any required filings or applications under Antitrust Laws. The Parties further covenant and agree, with respect to a threatened or pending preliminary or permanent injunction or other order, decree or ruling or statute, rule, regulation or executive order that would adversely affect the ability of the Parties to consummate the Transactions, to use reasonable best efforts to prevent or lift the entry, enactment or promulgation thereof, as the case may be. No Party shall permit any of its officers or any other Representatives or agents to participate in any pre-scheduled meeting with any Governmental Authority in respect of any filing, investigation or other inquiry relating to the Transactions unless it consults with the other part in advance and, to the extent permitted by such Governmental Authority, gives the other Party to attend and participate thereat.

SECTION 8.13 PCAOB Financials. The Company shall deliver true and complete copies of the audited consolidated balance sheet of the Company and the consolidated Company Subsidiaries as of December 31, 2019 and December 31, 2020, and the related audited consolidated statements of income and cash flows of the Company and the consolidated Company Subsidiaries for such years, in each case (a) prepared in accordance with the International Financial Reporting Standards issued by the International Accounting Standards Board and audited in accordance with the auditing standards of the PCAOB (collectively, the "PCAOB Financials") not later than 60 days from the date hereof, unless otherwise extended with SPAC's consent (which consent shall not be unreasonably withheld, conditioned or delayed).

SECTION 8.14 PIPE Investment; Cooperation.

(a) From and after the date of this Agreement until the earlier of the Closing and the termination of this Agreement pursuant to Section 10.01, each of SPAC, the Company and Holdco shall take, or cause to be taken, all reasonable actions and do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by the Subscription Agreements, including maintaining in effect such Subscription Agreements and shall use its commercially reasonable efforts to: (i) satisfy in all material respects on a timely basis all conditions and covenants applicable to such Party in such Subscription Agreements and otherwise comply with its obligations thereunder and (ii) in the event that all conditions in such Subscription Agreements (other than conditions that such Party or any of its Affiliates waive the satisfaction of and other than those conditions that by their nature are to be satisfied at the Closing) have been satisfied, consummate transactions contemplated by such Subscription Agreements at or prior to Closing. Without limiting the generality of the foregoing, each of SPAC, the Company and Holdco shall give the other such Party, prompt written notice: (A) of any breach or default (or any event or circumstance that, with or without notice, lapse of time or both, could give rise to any breach or default) by any party to any Subscription Agreement known to such Party; (B) of the receipt of any written notice or other written communication from any party to any Subscription Agreement (other than written notices or other written communication from such other Party) with respect to any actual, potential, threatened or claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any party to any Subscription Agreement or any provisions of any Subscription Agreement and (C) if such Party does not expect to receive all or any portion of the PIPE Investment Amount on the terms, in the manner or from the PIPE Investors contemplated by the Subscription Agreements. SPAC, the Company or Holdco, as applicable, shall deliver all notices it is required to deliver under the Subscription Agreements on a timely basis in order to cause the PIPE Investors to consummate the transactions contemplated by the Subscription Agreements at or prior to the Closing. SPAC shall not amend, modify, waive or otherwise change any executed Subscription Agreements without the prior written consent of the Company, which consent shall not be unreasonably withheld, delayed or conditioned.

(b) Following the date of this Agreement and prior to the Closing Date, SPAC may only, without the prior written consent of the Company, enter into a binding agreement or agreements with a financing source or sources relating to a PIPE transaction or transactions substantially identical to the form of the Subscription Agreements, including with respect to price, in an amount equal to any portion SPAC or Holdco is notified that a PIPE Investor does not intend to perform its obligations.

SECTION 8.15 Exclusivity.

(a) From and after the date hereof until the Closing or, if earlier, the valid termination of this Agreement in accordance with Section 10.01, but only to the extent not inconsistent with the fiduciary duties of the SPAC Board, (i) SPAC will not, and will direct its Representatives acting on its behalf not to, directly or indirectly, (A) initiate, seek, solicit, knowingly facilitate or encourage, submit an indication of interest for, any inquiries, proposals or offer to a Competing Seller relating to a Competing SPAC Transaction or (B) participate in any negotiations with a Competing Seller relating to a Competing SPAC Transaction; (ii) SPAC will, and will cause its Representatives to, (A) terminate immediately any negotiations with any Competing Seller relating to a Competing SPAC Transaction and (B) promptly advise the Company in writing of any proposal regarding a Competing SPAC Transaction involving a Competing Seller that it may receive (it being understood that SPAC will not be required to inform the Company of the identity of the person making such proposal or the material terms thereof);

(b) From and after the date hereof until the Closing or, if earlier, the valid termination of this Agreement in accordance with Section 10.01, the Company and each Company Subsidiary will not, and will direct their respective Representatives acting on their behalf not to, directly or indirectly, (i) initiate, seek, solicit, knowingly facilitate or encourage, submit an indication of interest for, any inquiries, proposals or offer from any person relating to a Competing Transaction, (ii) participate in any discussions or negotiations with any person regarding, or furnish or make available to any person any information relating to the Company or any Company Subsidiary with respect to, a Competing Transaction, other than to make such person aware of the provisions of this Section 8.15(b) or (iii) enter into any understanding, arrangement, agreement, agreement in principle or other commitment (whether or not legally binding) with any person relating to a Competing Transaction.

SECTION 8.16 Trust Account. As of the Merger Effective Time, the obligations of SPAC to dissolve or liquidate within a specified time period as contained in the SPAC Certificate of Incorporation will be terminated and SPAC shall have no obligation whatsoever to dissolve and liquidate the assets of SPAC by reason of the consummation of the Merger or otherwise, and no shareholder of SPAC shall be entitled to receive any amount from the Trust Account. At least 48 hours prior to the Merger Effective Time, SPAC shall provide notice to the Trustee in accordance with the Trust Agreement and shall deliver any other documents, opinions or notices required to be delivered to the Trustee pursuant to the Trust Agreement and cause the Trustee prior to the Merger Effective Time to, and the Trustee shall thereupon be obligated to, transfer all funds held in the Trust Account to SPAC (to be held as available cash on the balance sheet of SPAC, and to be used for working capital and other general corporate purposes of the business following the Closing) and thereafter shall cause the Trust Account and the Trust Agreement to terminate.

SECTION 8.17 Termination of Company Shareholders' Agreements. Prior to Closing, the Company shall deliver to SPAC fully executed Termination Agreements by and among the Company and the Company Shareholders. Upon the Closing, no parties to the Termination Agreements shall have any further rights or obligations thereunder. From the date of execution and delivery of the Termination Agreements, the Company shall use reasonable best efforts to maintain each Termination Agreement in full force and effect (and SPAC shall not take any action to cause any Termination Agreement not to be in full force and effect and shall not refrain from taking any commercially reasonable action necessary to maintain each of the Termination Agreements in full force and effect).

SECTION 8.18 EU Securities Regulation. From and after the date of this Agreement and until the earlier of the Closing and the termination of this Agreement pursuant to Section 10.01, the Parties shall not make any offer of securities in the European Union in connection with the Transactions other than in accordance with the provisions of the Prospectus Regulation. In the event that the Parties, following consultation with their respective counsel, determine that a prospectus or a prospectus exemption document (as applicable) may be required to be published in accordance with the provisions of the Prospectus Regulation, each Party shall use its reasonable best efforts take such actions and do such things that such Party (after consultation with counsel) deems reasonably necessary or desirable, including the delivery or execution of any documents or instruments reasonably required or desirable in order for the Company to publish a prospectus or be exempted from the obligation to publish a prospectus or a prospectus exemption document (as applicable) under the Prospectus Regulation. Without limiting the generality of the foregoing, each of the Parties shall use reasonable best efforts to cooperate with each other in good faith in taking any actions or preparing or delivering any documents or instruments pursuant to the preceding sentence and to furnish the others with such information concerning it and its affiliates as the providing Party (after consulting with counsel) may deem reasonably necessary or advisable in connection the foregoing.

SECTION 8.19 Transfer of Warrants. No later than three Business Days prior to the expected Closing Date, SPAC shall transfer, and shall provide the Company with evidence that SPAC has transferred, directly or indirectly, 325,000 SPAC Warrants to James Manley and/or his affiliates. SPAC shall fully comply with, and fully perform all obligations required to be performed under, any and all arrangements between SPAC and James Manley and/or his affiliates, and all obligations thereunder shall be terminated and SPAC shall be released and discharged of all such obligations pursuant to such arrangements.

SECTION 8.20 IFC Redemption. From and after the date of this Agreement and until the earlier of the Closing and the termination of this Agreement pursuant to Section 10.01, each of the Company and Holdco shall take, or cause to be taken, all reasonable actions and do, or cause to be done, all things necessary, proper or advisable to consummate, immediately following the Closing, the transactions contemplated by the IFC Redemption Agreement, including maintaining in effect such IFC Redemption Agreement until the consummation of the Holdco Redeemable B Shares Redemption. Holdco shall consummate the Holdco Redeemable B Shares Redemption contemplated by the IFC Redemption Agreement immediately following the Closing (upon the terms and subject to the conditions set forth in the IFC Redemption Agreement).

ARTICLE IX
CONDITIONS TO THE MERGER

SECTION 9.01 Conditions to the Obligations of Each Party. The obligations of the Company, SPAC, Holdco and Merger Sub to consummate the Transactions, including the Merger and Exchange, are subject to the satisfaction or waiver (where permissible) at or prior to the Closing of the following conditions:

(a) SPAC Shareholders' Approval. The SPAC Proposals shall have been approved and adopted by the requisite affirmative vote of the shareholders of SPAC in accordance with the Proxy Statement, the proxy statement/prospectus filed with the SEC in connection with the Extension Amendment to the SPAC Articles, Cayman Islands Companies Act, the SPAC Organizational Documents and the rules and regulations of the Nasdaq Capital Market.

(b) Company Requisite Approval. The Company Requisite Approvals shall have been obtained and delivered to SPAC in a form and substance reasonably acceptable to SPAC.

(c) Holdco Requisite Approvals. The Holdco Requisite Approvals shall have been obtained and delivered to SPAC in a form and substance reasonably acceptable to SPAC.

(d) Holdco Auditor Reports. A Luxembourg independent auditor (*réviseur d'entreprises*) of Holdco shall have issued (i) at or before the Merger Effective Time a report on the contributions in kind relating to the Merger Issuance prepared in accordance with article 420-10 of the 1915 Law (the "First Holdco Auditor Report"), and (ii) at or before the Exchange Effective Time, in accordance with the Exchange Agreements, a report on the contributions in kind relating to the Exchange Issuance prepared in accordance with article 420-10 of the 1915 Law (the "Second Holdco Auditor Report").

(e) Subscription Agreements. Prior to the Merger, SPAC shall consummate the PIPE Investment and all other transactions contemplated by the Subscription Agreements, including the issuance of SPAC Ordinary Shares contemplated thereby.

(f) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law, rule, regulation, judgment, decree, executive order or award which is then in effect and has the effect of making the Transactions, including the Merger or Exchange, illegal or otherwise prohibiting consummation of the Transactions, including the Merger or Exchange.

(g) Registration Statement. The Registration Statement shall have been declared effective by the SEC under the Securities Act. No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for purposes of suspending the effectiveness of the Registration Statement shall have been initiated by the SEC and not withdrawn.

(h) Stock Exchange Listing. The Holdco Ordinary Shares shall have been approved for listing on Nasdaq, subject to official notice of issuance.

(i) Registration Rights and Lock-Up Agreement. All parties to the Registration Rights and Lock-Up Agreement shall have delivered, or cause to be delivered, copies of the Registration Rights and Lock-Up Agreement duly executed by all such parties.

(j) Nomination Agreement. All parties to the Nomination Agreement shall have delivered, or cause to be delivered, copies of the Nomination Agreement duly executed by all such parties.

(k) SPAC Net Tangible Assets. SPAC shall have at least $5,000,001 of net tangible assets after giving effect to the PIPE Investment Amount and following the exercise of Redemption Rights in accordance with the SPAC Organizational Documents.

SECTION 9.02 Conditions to the Obligations of SPAC. The obligations of SPAC to consummate the Transactions, including the Merger, are subject to the satisfaction or waiver (where permissible) at or prior to the Closing of the following additional conditions:

(a) Representations and Warranties.

(i) The representations and warranties of the Company contained in Section 4.01, Section 4.03, Section 4.04, Section 4.05 and Section 4.24 shall each be true and correct in all respects as of the Exchange Effective Time, the Merger Effective Time and the Closing Date as though made on the Exchange Effective Time, the Merger Effective Time and the Closing Date (as applicable), except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date. All other representations and warranties of the Company contained in this Agreement shall be true and correct (without giving any effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation set forth therein) in all respects as of the Exchange Effective Time, the Merger Effective Time and the Closing Date, as though made on and as of the Exchange Effective Time, the Merger Effective Time and the Closing Date (as applicable), except (A) to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date and (B) where the failure of such representations and warranties to be true and correct (whether as of the Exchange Effective Time, the Merger Effective Time and the Closing Date (as applicable) or such earlier date), taken as a whole, does not result in a Company Material Adverse Effect.

(ii) The representations and warranties of each of Holdco and Merger Sub in Section 6.01, Section 6.03, Section 6.04, Section 6.07(b) and Section 6.09 shall each be true and correct in all respects as of the Exchange Effective Time, the Merger Effective Time and the Closing Date as though made on the Exchange Effective Time, the Merger Effective Time and the Closing Date (as applicable), except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date. All other representations and warranties of Merger Sub and Holdco contained in this Agreement shall be true and correct (without giving any effect to any limitation as to "materiality" or any similar limitation set forth therein) in all respects as of the Exchange Effective Time, the Merger Effective Time and the Closing Date, as though made on and as of the Exchange Effective Time, the Merger Effective Time and the Closing Date (as applicable), except (A) to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date and (B) where the failure of such representations and warranties to be true and correct (whether as of the Exchange Effective Time, the Merger Effective Time and the Closing Date (as applicable) or such earlier date), taken as a whole, would be materially adverse to Holdco or Merger Sub.

(b) Agreements and Covenants. The Company, Holdco and Merger Sub shall have performed or complied in all material respects with all agreements and covenants (other than Section 7.01(c)) required by this Agreement to be performed or complied with by it on or prior to the Exchange Effective Time and the Merger Effective Time, as applicable (including, for the avoidance of doubt and without limitation, Section 8.13); provided, that Holdco shall have performed or complied in all respects with the agreements and covenants set forth in Section 7.01(c).

(c) Officer Certificate. (i) The Company, Holdco and Merger Sub shall have delivered to SPAC a certificate, dated as of the date of the Merger Effective Time, signed by an officer of the Company, certifying as to the satisfaction of the conditions specified in Section 9.02(a), Section 9.02(b) and Section 9.02(d) and (ii) the Company, Holdco and Merger Sub shall have delivered to SPAC a certificate, dated as of the Exchange Effective Time, signed by an officer of the Company, certifying as to the satisfaction of the conditions specified in Section 9.02(a), Section 9.02(b) and Section 9.02(d).

(d) No Company Material Adverse Effect. No Company Material Adverse Effect shall have occurred between the date of this Agreement and the Merger Effective Time and no Company Material Adverse Effect shall have occurred between the Merger Effective Time and the Exchange Effective Time.

SECTION 9.03 Conditions to the Obligations of the Company. The obligations of the Company to consummate the Transactions, including the Merger, are subject to the satisfaction or waiver (where permissible) at or prior to the Closing of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of SPAC contained in Section 5.01, Section 5.03, Section 5.04 and Section 5.11 shall each be true and correct in all respects as of the Exchange Effective Time, the Merger Effective Time and the Closing Date as though made on the Exchange Effective Time, the Merger Effective Time and the Closing Date (as applicable), except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date. All other representations and warranties of SPAC contained in this Agreement shall be true and correct (without giving any effect to any limitation as to "materiality" or "SPAC Material Adverse Effect" or any similar limitation set forth therein) in all respects as of the Exchange Effective Time, the Merger Effective Time and the Closing Date, as though made on and as of the Exchange Effective Time, the Merger Effective Time and the Closing Date (as applicable), except (i) to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date and (ii) where the failure of such representations and warranties to be true and correct (whether as of the Exchange Effective Time, the Merger Effective Time and the Closing Date (as applicable) or such earlier date), taken as a whole, does not result in a SPAC Material Adverse Effect.

(b) Agreements and Covenants. SPAC shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Exchange Effective Time and the Merger Effective Time, as applicable.

(c) Officer Certificate. (i) SPAC shall have delivered to the Company a certificate, dated as of the Merger Effective Time, signed by the Chief Executive Officer of SPAC, certifying as to the satisfaction of the conditions specified in Section 9.03(a), Section 9.03(b) and Section 9.03(d) and (ii) SPAC shall have delivered to the Company a certificate, dated as of the Exchange Effective Time, signed by the Chief Executive Officer of SPAC, certifying as to the satisfaction of the conditions specified in Section 9.03(a), Section 9.03(b) and Section 9.03(d).

(d) No SPAC Material Adverse Effect. No SPAC Material Adverse Effect shall have occurred between the date of this Agreement and the Merger Effective Time and no SPAC Material Adverse Effect shall have occurred between the Merger Effective Time and the Exchange Effective Time.

(e) Minimum Available Net Cash. After giving effect to the exercise of the Redemption Rights and payments related thereto, SPAC shall have at least an aggregate of $185,000,000 of cash held either in or outside the Trust Account, including the aggregate amount of the PIPE Investment Amount consummated prior to, or as of, the Closing.

(f) Transfer of Warrants. No later than three Business Days prior to the expected Closing Date, SPAC shall transfer, and shall provide the Company with evidence that SPAC has transferred, directly or indirectly, 325,000 SPAC Warrants to James Manley and/or his affiliates. SPAC shall have fully complied with, and fully performed all obligations required to be performed under, any and all arrangements between SPAC and James Manley and/or his affiliates, and all obligations thereunder shall be terminated and SPAC shall be released and discharged of all such obligations pursuant to such arrangements.

ARTICLE X
TERMINATION, AMENDMENT AND WAIVER

SECTION 10.01 Termination. This Agreement may be terminated and the Merger and the other Transactions may be abandoned at any time prior to the Merger Effective Time, notwithstanding any requisite approval and adoption of this Agreement and the Transactions by the stockholders of the Company or the shareholders of SPAC, as follows:

(a) by mutual written consent of SPAC and the Company;

(b) by either SPAC or the Company if the Merger Effective Time shall not have occurred prior to 5:00 p.m. (New York time) on October 15, 2021 (the "Outside Date"); provided, however, that this Agreement may not be terminated under this Section 10.01(b) by or on behalf of any Party that either directly or indirectly through its affiliates is in breach or violation of any representation, warranty, covenant, agreement or obligation contained herein and such breach or violation is the principal cause of the failure to satisfy a condition set forth in Article IX on or prior to the Outside Date;

(c) by either SPAC or the Company if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling (whether temporary, preliminary or permanent) which has become final and non-appealable and has the effect of making consummation of the Transactions, including the Merger, illegal or otherwise preventing or prohibiting consummation of the Transactions or the Merger;

(d) by either SPAC or the Company if any of the SPAC Proposals shall fail to receive the requisite vote for approval at the SPAC Shareholders' Meeting;

(e) by SPAC upon a breach of any representation, warranty, covenant or agreement on the part of the Company, Holdco or Merger Sub set forth in this Agreement, or if any representation or warranty of the Company, Holdco or Merger Sub shall have become untrue, in either case only if the conditions set forth in Section 9.02(a) and Section 9.02(b) would not be satisfied ("Terminating Company Breach"); provided that SPAC has not waived such Terminating Company Breach and SPAC is not then in material breach of any of its representations, warranties, covenants or agreements in this Agreement; provided further that, if such Terminating Company Breach is curable by the Company, Holdco or Merger Sub, SPAC may not terminate this Agreement under this Section 10.01(e) for so long as the Company, Holdco or Merger Sub continues to exercise its reasonable best efforts to cure such breach, unless such breach is not cured within thirty (30) days after written notice of such breach is provided by SPAC to the Company; or

(f) by the Company upon a breach of any representation, warranty, covenant or agreement on the part of SPAC set forth in this Agreement, or if any representation or warranty of SPAC shall have become untrue, in either case only if the conditions set forth in Section 9.03(a) and Section 9.03(b) would not be satisfied ("Terminating SPAC Breach"); provided that the Company has not waived such Terminating SPAC Breach and the Company, Holdco or Merger Sub is not then in material breach of their representations, warranties, covenants or agreements in this Agreement; provided, further, that, if such Terminating SPAC Breach is curable by SPAC, the Company may not terminate this Agreement under this Section 10.01(f) for so long as SPAC continues to exercise their reasonable best efforts to cure such breach, unless such breach is not cured within thirty (30) days after written notice of such breach is provided by the Company to SPAC.

SECTION 10.02 Notice of Termination; Effect of Termination.

(a) The Party seeking to terminate this Agreement pursuant to Section 10.01 shall provide written notice of termination to the other Parties in accordance with Section 11.01 specifying the reason for such valid termination, and any such termination in accordance with Section 10.01 shall be effective immediately upon delivery of such written notice to the other Parties.

(b) In the event of the termination of this Agreement pursuant to Section 10.01, this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any Party, except that the provisions set forth in this Section 10.02, Article XI, and any corresponding definitions set forth in Article I shall survive such termination; provided, however, that nothing herein shall relieve any Party from any liability for any willful and material breach of this Agreement.

SECTION 10.03 Expenses. In the event that this Agreement is terminated in accordance with Section 10.01 above, all Transaction Expenses incurred in connection with this Agreement, the Ancillary Agreements and the Transactions shall be paid by the Party incurring such Transaction Expenses. If the Transactions are consummated, Holdco shall pay or cause to be paid, (i) the Company Transaction Expenses and (ii) the SPAC Transaction Expenses (in case of (ii), up to an amount not to exceed the SPAC Transaction Expenses Cap).

SECTION 10.04 Amendment. This Agreement may be amended in writing by all Parties hereto at any time prior to the Merger Effective Time. This Agreement may not be amended except by an instrument in writing signed by each of the Parties.

SECTION 10.05 Waiver. At any time prior to the Merger Effective Time, (a) SPAC may in its sole discretion (i) extend the time for the performance of any obligation or other act of the Company, Holdco or Merger Sub, (ii) waive any inaccuracy in the representations and warranties of the Company, Holdco or Merger Sub contained herein or in any document delivered by the Company, Holdco or Merger Sub pursuant hereto and (iii) waive compliance with any agreement of the Company, Holdco or Merger Sub or any condition to its own obligations contained herein and (b) the Company may in its sole discretion (i) extend the time for the performance of any obligation or other act of SPAC, (ii) waive any inaccuracy in the representations and warranties of SPAC contained herein or in any document delivered by SPAC pursuant hereto and (iii) waive compliance with any agreement of SPAC or any condition to its own obligations contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the Party or Parties to be bound thereby.

ARTICLE XI
GENERAL PROVISIONS

SECTION 11.01 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 11.01):

if to SPAC:

Union Acquisition Corp. II
1425 Brickell Ave., #57B
Miami, FL 33131
Attention: Kyle P. Bransfield
Email: kyle.bransfield@unionacquisitiongroup.com

with a copy to:

Linklaters LLP
1290 Avenue of the Americas
New York, NY 10014
Attention: Matthew Poulter; Jeffrey Cohen
Email: matthew.poulter@linklaters.com; jeffrey.cohen@linklaters.com

if to the Company, Holdco or Merger Sub:

Procaps Group, S.A.
9, rue de Bitbourg
Luxembourg City, Luxembourg
L-1273
Attention: Sergio Mantialla, CFO; Yuliya Bay
Email: smantilla@procapsgroup.com; 5251@arendtservices.com

with a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Ave., Suite 4400
Miami, FL 33131
Attention: Alan Annex; Antonio Peña
Email: annexa@gtlaw.com; antonio@gtlaw.com

SECTION 11.02 Non-Survival of Representations, Warranties and Covenants. The representations, warranties, obligations, agreements and covenants in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement shall terminate at the Closing (and there shall be no liability after the Closing in respect thereof), except that (a) this Article XI and any corresponding definitions included herein shall survive the Closing and (b) this Section 11.02 shall not limit any covenant, obligation or agreement contained herein that by its terms expressly applies or requires performance in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing. Effective as of the Closing, there are no remedies available to the Parties with respect to any breach of the representations, warranties, obligations, covenants or agreements of the Parties , except, with respect to those obligations, covenants and agreements contained herein that by their terms apply or require performance in whole or in part after the Closing and the remedies that may be available under Section 11.10.

Section 11.03 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

SECTION 11.04 Entire Agreement; Assignment. This Agreement and the Ancillary Agreements constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede, except for the Confidentiality Agreement, all prior agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof. Neither Party shall assign, grant or otherwise transfer the benefit of the whole or any part of this Agreement or any of the rights hereunder (whether pursuant to a merger, by operation of Law or otherwise) by any Party without the prior express written consent of the other Parties.

SECTION 11.05 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than Section 8.05 (which is intended to be for the benefit of the persons covered thereby and may be enforced by such persons).

SECTION 11.06 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that State, except to the extent mandatorily governed by the laws of the Grandy Duchy of Luxembourg or Cayman Islands, including the provisions relating to the Exchange. All legal actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any state or federal court sitting in the State of New York. The Parties hereby (a) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any Action arising out of or relating to this Agreement brought by any Party, and (b) agree not to commence any Action relating thereto except in the courts described above in the State of New York, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in the State of New York as described herein. To the fullest extent permitted by applicable Law, each of the Parties further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. To the fullest extent permitted by applicable Law, each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Action arising out of or relating to this Agreement or the Transactions, (x) any claim that it is not personally subject to the jurisdiction of the courts in the State of New York as described herein for any reason, (y) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (z) that (i) the Action in any such court is brought in an inconvenient forum, (ii) the venue of such Action is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

SECTION 11.07 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS. EACH OF THE PARTIES (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.07.

SECTION 11.08 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11.09 Counterparts. This Agreement may be executed and delivered (including executed manually or electronically via DocuSign or other similar services, and delivered by facsimile or portable document format (pdf) transmission) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 11.10 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the Parties' obligation to consummate the Transactions) in any court of the United States located in the State of New York without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Agreement. Each of the Parties hereby further waives (i) any defense in any action for specific performance that a remedy at law would be adequate and (ii) any requirement under any Law to post security or a bond as a prerequisite to obtaining equitable relief.

SECTION 11.11 Drafting of the Agreement. Each Party acknowledges that such Party has had the opportunity to participate in the drafting of this Agreement and to review this Agreement with legal counsel of its choice, and there shall be no presumption that ambiguities shall be construed or interpreted against the drafting Party, and no presumptions shall be made or inferences drawn because of the inclusion of a term not contained in a prior draft of this Agreement or the deletion of a term contained in a prior draft of the Agreement.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, SPAC, the Company, Holdco and Merger Sub have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

UNION ACQUISITION CORP. II

By /s/ Kyle P. Bransfield
Name: Kyle P. Bransfield
Title: Chief Executive Officer

CRYNSSEN PHARMA GROUP LIMITED

By /s/ Ruben Minski
Name: Ruben Minski
Title: Director

PROCAPS GROUP, S.A.

By /s/ Ruben Minski
Name: Ruben Minski
Title: Director

OZLEM LIMITED

By /s/ Ruben Minski
Name: Ruben Minski
Title: Sole Director

[Signature Page to Business Combination Agreement]

Schedule A

Company Knowledge Parties

[*Intentionally omitted*]

Exhibit A

Registration Rights and Lock-Up Agreement

[*Intentionally omitted*]

Exhibit B

Amended and Restated Holdco Organizational Documents

[*Intentionally omitted*]

Exhibit C

Directors and Officers of Holdco

[*Intentionally omitted*]

Exhibit D

Nomination Agreement

[*Intentionally omitted*]

Exhibit E

SPAC Warrant Amendment

[*Intentionally omitted*]

Appendix A

Illustrative Capitalization Table

Project Vital Deal Structure - 10.75x 2021E EBITDA

Pre-IFC $60mm Redemption

	At SPAC IPO		At $10.00 Deal		At $12.50		At $13.00	
	Million Shares	%	Million Shares	%	Million Shares	%	Million Shares	%
Shares Pre-Warrants								
Public Shareholders	20.0	100.0%	20.0	16.6%	20.0	15.8%	20.0	15.1%
Sponsor[1]	--		3.8	3.1%	4.4	3.5%	5.0	3.8%
Current Procaps Shareholders[2]	--		86.7	72.0%	91.9	72.8%	97.1	73.5%
PIPE Investor	--		10.0	8.3%	10.0	7.9%	10.0	7.6%
Total Shares Pre-Warrants	**20.0**	**100.0%**	**120.4**	**100.0%**	**126.3**	**100.0%**	**132.1**	**100.0%**
Total Equity Value Pre-Warrants	**$200.0**		**$1,204.1**		**$1,578.4**		**$1,717.7**	
(-) Cash to Balance Sheet			($275.0)		($275.0)		($275.0)	
(-) Existing Cash as of 12/31/2020			($4.3)		($4.3)		($4.3)	
(+) Debt as of 12/31/2020			$200.1		$200.1		$200.1	
Enterprise Value			**$1,124.9**		**$1,499.2**		**$1,638.5**	

Multiples	EBITDA		
2021E	$105	[redacted]	10.75x

Footnotes:

(1) In connection with the SPAC IPO, SPAC also issued 5 million of shares to the SPAC sponsors.

(2) Procaps receives 10.5mm Escrowed Shares (50% of which will be released at a PPS of $12.50 and 50% at a PPS of $13.00)

Post-IFC $60mm Redemption

	At SPAC IPO		At $10.00 Deal		At $12.50		At $13.00	
	Million Shares	%	Million Shares	%	Million Shares	%	Million Shares	%
Shares Pre-Warrants								
Public Shareholders	20.0	100.0%	20.0	17.5%	20.0	16.6%	20.0	15.9%
Sponsor[1]	--		3.8	3.3%	4.4	3.6%	5.0	4.0%
Current Procaps Shareholders[2]	--		80.7	70.5%	85.9	71.4%	91.1	72.3%
PIPE Investor	--		10.0	8.7%	10.0	8.3%	10.0	7.9%
Total Shares Pre-Warrants	**20.0**	**100.0%**	**114.4**	**100.0%**	**120.3**	**100.0%**	**126.1**	**100.0%**
Total Equity Value Pre-Warrants	**$200.0**		**$1,144.1**		**$1,503.4**		**$1,639.7**	
(-) Cash to Balance Sheet			($215.0)		($215.0)		($215.0)	
(-) Existing Cash as of 12/31/2020			($4.3)		($4.3)		($4.3)	
(+) Debt as of 12/31/2020			$200.1		$200.1		$200.1	
Enterprise Value			**$1,124.9**		**$1,484.2**		**$1,620.5**	

Multiples	EBITDA		
2021E	$105	[redacted]	10.75x

Footnotes:

(1) In connection with the SPAC IPO, SPAC also issued 5 million of shares to the SPAC sponsors.

(2) Procaps receives 10.5mm Escrowed Shares (50% of which will be released at a PPS of $12.50 and 50% at a PPS of $13.00)

Exhibit 10.1

Form of Contribution and Exchange Agreement

Dated 31 March 2021
[____]
(the Contributor)
Procaps Group, S.A.
(the Issuer)
Crynssen Pharma Group Ltd
(the Company)

This Agreement (including all schedules, this "Agreement") is made on 31 March 2021 by and between:

(1) **[____]**, a [____] company, located in [____], under registration number [____];

(the "**Contributor**");

(2) **Procaps Group, S.A.**, a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg, with registered office at 9 rue de Bitbourg L-1273 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Trade and Companies' Register (*Registre de Commerce et des Sociétés, Luxembourg*);

(the "**Issuer**"); and

(3) **Crynssen Pharma Group Ltd**, a limited company existing under the laws of Malta, registered with the Malta Business Registry under number C59671, having its registered office at C1 Midland Micro Enterprise Park, Burmarrad Road, Naxxar, NXR 6345 Malta;

(the "**Company**").

The Contributor, the Issuer and the Company are collectively referred to as the "**Parties**" and individually as a "**Party**".

Whereas:

(A) The Contributor holds ordinary shares in the share capital of the Company (the "**Contributed Shares**") as indicated in the table annexed as Schedule 1 to this Agreement.

(B) On the terms of a business combination agreement dated as of the date of this Agreement and entered into by and between, *inter alios*, the Company and the Issuer (the "**BCA**"), a copy of which is attached as Schedule 2 to this Agreement, it is proposed that (i) all the shareholders of the Company holding ordinary shares of the Company's issued share capital (the "**Company Shareholders**") contribute all of their ordinary shares in kind to the Issuer in exchange for new ordinary shares[, and in the case of the Contributor, in exchange for new ordinary shares and redeemable B shares][1] to be issued by the Issuer (the "**Exchange**").

(C) The Contributor has agreed, subject to the Conditions (as defined in section 2 of this Agreement), to contribute the Contributed Shares to the Issuer against new ordinary shares [and new redeemable B shares][2] to be issued by the Issuer in the numbers and proportions as set out in Schedule 3 and having the rights, terms and features set out in the articles of association of the Issuer, as agreed under the BCA (the "**Issued Shares**"), with effect on the Exchange Effective Time (as such term is defined in the BCA) (the "**Exchange Effective Time**").

(D) The Contributor has agreed to pay for the Issued Shares by way of a contribution in kind which consists of the Contributed Shares (the "**Contribution**"). The Contribution includes all the rights, commitments and obligations, known or unknown, which can or could be attached to the Contributed Shares in any manner whatsoever.

[1] Bracketed provision to be included for Contributors receiving redeemable B shares.

[2] Bracketed provision to be included for Contributors receiving redeemable B shares.

It is agreed as follows:

1 Consent

The Contributor agrees to consent ("**Contributor Consent**") to the Exchange and all the transactions contemplated under the BCA and the Transaction Documents (as defined in the BCA) to which the Contributor is a party, provided that (i) such Contributor Consent shall be expressly conditioned upon this Agreement and each Transaction Document to which Contributor is or will be a party being performed in accordance with the terms of such agreements, and to the extent the transactions contemplated by any such agreement referenced in this (i) is not performed in accordance with such agreement, the Contributor Consent shall automatically terminate, without further action of the Parties, and shall become null and void; (ii) the BCA and each of the other Transaction Documents not referenced in (i) above being performed in all material respects in accordance with the terms of such agreements and, to the extent the transactions contemplated by any such agreement referenced in this (ii) is not performed in all material respects in accordance with such agreement, the Contributor Consent shall automatically terminate, without further action of the Parties, and shall become null and void; (iii) the Parties will obtain Contributor's prior written consent before effecting any proposed amendment, waiver or similar change to the BCA or any other Transaction Document that would reasonably be expected to adversely impact in any material respects the rights of the Contributor (it being understood that such consent shall be required in connection with any proposed change to the economic provisions and terms of such agreements that would adversely impact the Contributor or to the Outside Date (as defined in the BCA)[, including any amendment or waiver to Section 9.03(e) of the BCA that would result in the SPAC (as defined in the BCA) having less than US$160,000,000 of cash available for distribution immediately following the Closing) or any amendment or waiver that would reasonably be expected to preclude IFC from fully redeeming its redeemable B Shares immediately following the Closing][3] and, to the extent such consent is not obtained, the Contributor Consent shall automatically terminate, without further action of the Parties, and shall become null and void, and (iv) to the extent the BCA is terminated for any reason or the transactions contemplated by the BCA are not consummated, the Contributor Consent shall automatically terminate, without further action of the Parties, and shall become null and void. The Contributor further consents, subject to the conditions set forth in this Section 1, to the contribution and exchange agreements entered into as of the date hereof by and among each of the other Company Shareholders, the Company and the Issuer, and the transactions contemplated thereby (the "**Other Exchanges**") and agrees to execute and deliver (or cause to be executed and delivered) any consents required to be delivered to the Malta Business Registry together with the filing of the notification of the share transfers taking place in connection with the Other Exchanges.

2 Conditions to the Contribution and Issuance of the Issued Shares

2.1 The obligations of the Parties under clauses 3 and 4 of this Agreement are subject to the satisfaction or waiver (where permissible) of the conditions set forth in Sections 9.01 and 9.03 of the BCA, including, without limitation, the prior issuance by a Luxembourg independent auditor (*réviseur d'entreprises*) engaged by the Issuer, at or before the Exchange Effective Time, of a report on the contributions in kind relating the Exchange prepared in accordance with article 420-10 *juncto* article 420-23 (6) of the Luxembourg law on commercial companies dated 10 August 1915 (the "**Companies Law**"), as amended and in which it will be stated that the values arrived at by the application of the methods of valuation used to value all the shares of the Company to be contributed to the Issuer in the Exchange correspond at least to the number and nominal value and the share premium of the shares to be issued by the Issuer in consideration thereof (the "**Conditions**").The Parties acknowledge that the Exchange shall occur on the Exchange Effective Time for all Company Shareholders simultaneously and the Issuer endeavours and commits on a reasonable best efforts basis to have the Conditions fulfilled to allow for the Contribution to occur as soon as possible on or after the Merger Effective Time.

2.2 The Contributor hereby unconditionally and unequivocally waives, for all purposes and effects of law, all and any pre-emption rights which the Contributor may be entitled to under the Company's memorandum and articles of association or under any applicable law or agreement, in connection with the proposed contribution in kind to the Issuer by the other shareholders of the Company of all their shares held in the issued share capital of the Company to occur simultaneously with the Exchange.

[3] Bracketed provision to be included for Contributors receiving redeemable B shares.

3 Contribution and Issuance of Issued Shares

3.1 On the Exchange Effective Time and subject to the satisfaction or waiver (where permissible) of the Conditions:

(i) the Contribution shall be contributed to the Issuer (and recorded as share capital and share premium);

(ii) the Contribution shall be contributed in full and complete satisfaction of the issue and allotment to the Contributor of the Issued Shares by the Issuer;

(iii) the Issued Shares shall be issued by the Issuer and allotted to the Contributor;

(iv) the Issued Shares shall be issued and allotted in full and complete satisfaction of the Contribution;

(v) the Issued Shares shall be issued and allotted to the Contributor as fully paid shares; and

(vi) the Issuer shall register the Issued Shares in the name of the Contributor in the Issuer's share register as at the date of issue being the Exchange Effective Time.

3.2 The Contributor represents and warrants (i) that it is the sole lawful owner of the Contributed Shares and that, as of the Exchange Effective Time, the Contributor will be the only person entitled to and having power to dispose of the Contributed Shares, (ii) that the Contributed Shares are free of any lien, encumbrance, pre-emption rights or other similar rights, other than those rights that will have been duly waived prior to the Exchange Effective Time [and rights granted to the International Finance Corporation ("**IFC**") pursuant to those certain Pledge Agreements, dated as of September 1, 2017, by and among the Contributor, IFC and the other parties thereto, which rights shall be released immediately following the Exchange Effective Time][4] and, at the time of the Exchange Effective Time, will be freely transferable and/or assignable to the Issuer and not subject to any third party rights or other rights attached to the Contributed Shares by virtue of which any person may be entitled to demand that the Contributed Shares be transferred to him, and (iii) that any and all necessary consents for transfer that may be required under (a) any shareholder agreement existing between the Contributor and any other shareholders of the Company,(b) articles of association of the Company or (c) the laws of any applicable jurisdiction will have been complied with or waived (where permissible) prior to the Exchange Effective Time.

3.3 The Contributor represents and warrants that the Contribution will not:

3.3.1 conflict with or violate its organizational or governance documents; or

3.3.2 conflict with or violate any Law (as defined in the BCA) applicable to the Contributor.

3.4 The Contributor represents and warrants that there is no Action (as defined in the BCA) pending or threatened in writing against the Contributor or any property or asset of the Contributor that would prevent, materially delay or materially impede the performance by the Contributor of its obligations under this Agreement.

3.5 The Contributor represents and warrants (i) that it has been provided with copies of all the Transaction Documents, including the contribution and exchange agreements entered into as of the date hereof by and among each other Company Shareholder, the Company and the Issuer and all other information that the Contributor has requested in connection with its review and investigation of the Transactions (as defined in the BCA) and (ii) that it approves of and agrees with the calculations set forth in each other Transaction Documents as of the date hereof.

[4] Bracketed provisions to be included for Contributors that have pledged a portion of the Contributed Shares.

3.6 The Contributor agrees, notwithstanding any rights or privileges the Contributor may have regarding the ability to Transfer (as defined below) any of the Contributed Shares pursuant to applicable Law (as defined in the BCA), the Company Organizational Documents (as defined in the BCA), or the Company Shareholders' Agreements (as defined in the BCA), not to Transfer any of the Contributed Shares before the earlier of (i) one year from the date hereof and (ii) the implementation of the Exchange or termination of this Agreement in accordance with its terms. A Transfer or attempted Transfer of any Contributed Shares in breach of this clause 3.6 shall be null and void and have no effect towards the Company, and the Company shall refuse to record in the share register of the Company any Transfer or other transaction made on such Contributed Shares and to recognize in that case any right to third parties in or against the Company. For purposes of this clause 3.6, the "Transfer" of any Contributed Share shall mean the transfer of either or both of the legal and beneficial ownership in such Contributed Share, and/or the grant of an option or right to acquire either or both of the legal and beneficial ownership in such Contributed Share, and shall include: (i) any direction (by way of renunciation or otherwise) by a person entitled to an allotment or issue of any Contributed Share, that such Contributed Share be allotted or issued to some other person; (ii) any sale or other disposition of any legal or equitable interest in a Contributed Share (including any attached voting right) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing; (iii) any grant or creation of a Lien (as defined in the BCA) over any Contributed Share; and (iv) any agreement, whether or not subject to any conditions, to do any of the foregoing.

3.7 The Issuer represents and warrants that the Issued Shares issued to Contributor shall be validly issued in accordance with the Companies Law and the articles of association of the Issuer, free any lien, encumbrance, pre-emption rights or other similar rights, other than those rights under the applicable organizational or governance documents of Issuer or that will have been duly waived prior to the Exchange Effective Time.

3.8 The Issuer represents and warrants that the issuance of the Issued Shares to Contributor will not:

3.8.1 conflict with or violate its organizational or governance documents; or

3.8.2 conflict with or violate any Law (as defined in the BCA) applicable to the Issuer.

3.9 Each of the Company and Issuer represents and warrants that there is no Action (as defined in the BCA) pending or threatened in writing against such Party or any property or asset of such Party that would prevent, materially delay or materially impede the performance by such Party of its obligations under this Agreement.

3.10 Each of the Company and Issuer represents and warrants, as applicable, that it has provided to the Contributor (i) all values used in the calculation of the number of Issued Shares to be issued to Contributor, including all values set out in Schedule 3 and (ii) the opportunity to (a) consult with such Party regarding such values, and (b) propose such reasonable changes or alterations to such values (or to the calculation of such values) for such Party to approve, such approval not to be unreasonably withheld.

3.11 The Issuer undertakes to enact the notarial deed confirming the share capital increase of the Issuer (*acte de constat d'augmentation de capital*) by way of contribution in kind of the Contributed Shares within one month after the subscription of the Issued Shares by the Contributor, in accordance with article 420-23 of the Companies Law.

4 Power of attorney and commitments

4.1 Subject to the rights of the Contributor set forth in sections 1 and 5, the Contributor hereby instructs, authorises and empowers any director of the Issuer or any director of the Company, or any lawyer or employee at Arendt & Medernach SA, Arendt Services SA or Camilleri Preziosi, each of them acting individually and with full power of substitution, as the Contributor's true and lawful agent and attorney-in-fact to, provided that, in any case and for the avoidance of doubt, not in a way that would reasonably be expected to negatively impact the rights of the Contributor:

4.1.1 subscribe for the Issued Shares in exchange for the Contribution in the name and on behalf of the Contributor, in full compliance with the terms of this Agreement and without prejudice to the Contributor's rights set forth in sections 4.4 and 4.5 below;

4.1.2 register, in the name and on their behalf, the transfer of the Contribution in the share register of the Company and the issuance of the Issued Shares in the share register of the Issuer, and perform any and all publication, filing or registration formalities that may be necessary in relation with the Contribution and issuance of the Issued Shares;

4.1.3 subject to the rights of the Contributor set forth in sections 4.4 and 4.5, determine, in accordance with Schedule 3 hereof and the other Transaction Documents (as defined in the BCA), the final value of the Contribution, the amount of Issued Shares and the final amount of share premium of the Issuer to be recorded in the accounts of the Issuer as a result of the Exchange.

4.2 Each Party hereby commits to use its reasonable efforts to:

4.2.1 take all actions and do such things that are reasonably necessary to be taken by such Party to facilitate and effect the Exchange, the Merger Issuance (as defined under the BCA), the Merger (as defined under the BCA), the restatement of the articles of association of the Company, the amendment and restatement of the articles of association of the Issuer, and any other transaction contemplated under the BCA (the "**BCA Transactions**");

4.2.2 as applicable (i) attend or have a suitable proxy attend, any meeting or any adjourned meeting of the general meeting of shareholders of the Company convened for the purpose of implementing any of the BCA Transactions, waive any convening formalities, vote in the name and on behalf of the Contributor on any resolution submitted to said meeting, sign any documents, shareholder proxy, written consent or resolutions, delegate under his own responsibility the present proxy to another representative and, in general, do whatever seems appropriate or useful in connection with the said meeting; and

4.2.3 take such actions and do such things that are reasonably required of such Party to agree or amend the form, terms and conditions of, to certify any and all documents as certified true copies and to make, sign, execute and do, and all such deeds, instruments, share registers, agreements, applications, forms, declarations, confirmations, notices, acknowledgements, letters, certificates, minutes, powers-of-attorney, general assignments, and any other documents relating to and required or desirable to implement the BCA Transactions by such Party promising ratification.

4.3 The Contributor hereby commits to provide the Issuer and/or Company, promptly upon reasonable request from the Issuer and/or Company, as applicable, all documents and information which are reasonably required for the purpose of complying with applicable anti-money laundering laws and regulations (including without limitation the Luxembourg law of 12 November 2004 on the fight against money laundering and the financing of terrorism as amended) in the context of the implementation of the BCA Transactions or that would be required from a notary residing in Luxembourg for the same purposes.

4.4 Each of the Issuer and the Company hereby commits, as applicable, to (i) review and consult with the Contributor on all constituent values and calculations relevant to the economic benefit to be received by the Contributor in connection with the consummation of this Agreement and the BCA Transactions and not otherwise provided to the Contributor as of the date hereof, including all values set out on Schedule 3 (the "**Issued Shares Calculations**"); (ii) provide the Contributor with a copy of such Issued Shares Calculations within two (2) calendar days of the determination of such Issued Shares Calculations, but in any event, not later than ten (10) calendar days prior to the Closing (as such term is defined in the BCA); and (iii) allow the Contributor to propose changes or alterations to the Issued Shares Calculation subject to the approval of the Issuer and/or the Company, as applicable, for such Party to approve, such approval not to be unreasonably withheld.

4.5 Each of the Issuer and the Company hereby commits, as applicable, to provide to the Contributor as soon as available and in event prior to Closing: (i) a draft of any Holdco Requisite Approvals (as defined in the BCA), relevant for the consummation of this Agreement, and (ii) the Second HoldCo Auditor Report (as defined in the BCA) on the contributions in kind relating to the Exchange Issuances (as defined in the BCA); it being understood that in relation to the matters set forth in point (i) above, the Contributor may propose changes or alterations subject to the approval of the Issuer and/or the Company, as applicable, for such Party to approve, such approval not to be unreasonably withheld.

5 Termination

This Agreement shall automatically terminate upon termination of the BCA in accordance with its terms. Without limiting the preceding sentence, termination of the BCA shall be confirmed and notified in accordance with section 6 hereof by the Company to the Issuer and Contributor at the latest five (5) calendar days following such termination. In addition, the Contributor shall have the right to terminate this Agreement if the BCA Transactions have not been consummated by the Outside Date by providing written notice to the other Parties; provided, however, that this Agreement may not be terminated by or on behalf of any Party that either directly or indirectly is in breach or violation of any representation, warranty, covenant, agreement or obligations contained herein and such breach of violation is the principal reason giving rise to such Party's right to terminate this Agreement.

6 Notices

All notices, requests, permissions, waivers and other communications hereunder shall be in writing in the English language and shall be deemed to have been duly given if signed by the respective persons giving them (in the case of a company, the signature shall be by an officer thereof) and delivered to the relevant address or email address (as applicable) as the relevant Party may have notified the other in writing, by:

(i) hand;

(ii) deposited in the mail (registered, return receipt requested), properly addressed and postage prepaid; or

(iii) email.

7 Entire Agreement – Amendments

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes and cancels all prior agreements with respect hereto and may be amended only by a written instrument executed by the parties or their respective successors or assigns. The section and clause headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8 Invalidity

If any of the provisions of this Agreement is held invalid or unenforceable, and unless the invalidity or unenforceability thereof does substantial violence to the underlying intent and sense of the remainder of this Agreement, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provisions of this Agreement except the invalidated or unenforceable provision. In the event any provision is held invalid or unenforceable, the Parties shall attempt to agree on a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in the light of the content of this Agreement and, on so agreeing, shall incorporate such substitute provision in this Agreement.

9 Counterparts and Signatures

This Agreement may be executed in one or more counterparts. A set of counterparts, containing the signatures of all the Parties hereto, shall between them constitute one single agreement.

Each Party shall receive and keep a copy of the original in due evidence of this Agreement, the original being kept with the Issuer.

10 Governing Law and Jurisdiction

Except for any provisions concerning the transfer of the Contributed Shares of the Company to the Issuer, this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Luxembourg law. The transfer of the Contributed Shares of the Company or any other related shares or securities created under the laws of Malta shall be governed by the laws of Malta.

The Parties irrevocably agree that the courts of Luxembourg City (Grand Duchy of Luxembourg) have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

11 Miscellaneous

The Parties acknowledge and agree that for the purposes of Maltese law, insofar as the term “contribution” is used in this Agreement in connection with the shares held in the issued share capital of the Company, such term shall be construed to refer a transfer of shares and not to a contribution as contemplated by article 1740B of the Maltese Civil Code, Chapter 16 of the Laws of Malta.

This Agreement has been entered into the day and year first above written.

[*signature page follows*]

SIGNATURE PAGE

Procaps Group, S.A.
By:
Title:

Crynssen Pharma Group Ltd
By:
Title:

[_____]

By _____
Name:
Title:

Schedule 1 – Contributed Shares

Contributor	Contributed Shares
[_____]	[_____] ordinary shares in Crynssen Pharma Group Ltd

Schedule 2 – Business Combination Agreement

[attached]

Schedule 3 – Issued Shares

[attached]

Exhibit 10.2

EXECUTION VERSION

Dated March 31, 2021

UNION ACQUISITION CORP. II

SUBSCRIPTION AGREEMENT

Linklaters

Linklaters LLP
1290 Avenue of the Americas
New York, NY 10104

Telephone (+1) 212 903 9000
Facsimile (+1) 212 903 9100

Ref L-302032

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Subscription Agreement

Union Acquisition Corp. II
1425 Brickell Ave., #57B
Miami, FL 33131

Ladies and Gentlemen:

In connection with the proposed business combination (the "**Transaction**") between Union Acquisition Corp. II, an exempted company incorporated under the laws of the Cayman Islands (the "**Company**"), and an exempted company to be incorporated under the laws of the Cayman Islands as a wholly-owned subsidiary (the "**Merger Sub**") of Crynssen Pharma Group Limited, a corporation incorporated under the laws of Malta ("**Procaps**"), the undersigned (where applicable, on behalf of its client designees) (the "**Subscriber**") desires to subscribe for and purchase from the Company, and the Company desires to sell to the Subscriber, that number of the Company's ordinary shares, par value $0.0001 per share (the "**Ordinary Shares**"), set forth on the signature page hereof for a purchase price of $10.00 per share (the "**Per Share Price**" and the aggregate of such Per Share Price for all Ordinary Shares subscribed for by the Subscriber being referred to herein as the "**Purchase Price**"), on the terms and subject to the conditions contained herein. In connection with the Transaction, certain other "accredited investors" (as defined in Rule 501(a) under the Securities Act of 1933, as amended (the "**Securities Act**")) have entered into separate subscription agreements with the Company (the "**Other Subscription Agreements**"), pursuant to which such investors (the "**Other Subscribers**") have, together with the Subscriber pursuant to this Subscription Agreement, agreed to purchase an aggregate of 10,000,000 shares of Ordinary Shares at the Per Share Price.

Pursuant to a series of transactions as set forth in the Transaction Agreement (as defined below) and those certain contribution and exchange agreements by and among Procaps Group, S.A., a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg and in the process of registration with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) ("**Procaps Group**"), Procaps and each of the shareholders of Procaps (the "**Procaps Shareholders**") to be effective immediately following the Transaction Closing (as defined below), (a) the Merger Sub will merge with and into the Company, with the Company surviving such merger and becoming a wholly-owned subsidiary of Procaps Group, (b) the Subscriber's Ordinary Shares will be exchanged for an equivalent number of ordinary shares of Procaps Group, nominal value $0.01 per share (the "**Procaps Group Shares**"), in the same manner as the Ordinary Shares held by each other holder of Ordinary Shares immediately prior to the Transaction Closing (such Procaps Group Shares received by the Subscriber in the Transaction, the "**Acquired Procaps Group Shares**" and, from and after the Transaction Closing (as defined below), references herein to the "**Shares**" shall be deemed to refer to and include the Acquired Procaps Group Shares) and (c) the Procaps Shareholders will contribute their ordinary shares of Procaps, nominal value $1.00 per share, to Procaps Group in exchange for Procaps Group Shares, as a result of which Procaps will become a wholly-owned subsidiary of Procaps Group. In connection therewith, the Subscriber and the Company agree as follows:

1 Subscription

Subject to the immediately succeeding paragraph (including, for the avoidance of doubt, the consummation of the Transaction), the Subscriber hereby irrevocably subscribes for and agrees to purchase from the Company such number of shares of Ordinary Shares as is set forth on the signature page of this Subscription Agreement on the terms and subject to the conditions provided for herein (the "**Shares**"). The Subscriber understands and agrees that the Company reserves the right to accept or reject the Subscriber's subscription for the Shares for any reason or for no reason, in whole or in part, at any time prior to its acceptance by the Company, and the same shall be deemed to be accepted by the Company only when this Subscription Agreement is signed and delivered by a duly authorized person by or on behalf of the Company; the Company may do so in counterpart form. In the event of rejection of the entire subscription by the Company or the termination of this subscription in accordance with the terms hereof, any payments made by the Subscriber hereunder will be returned promptly to the Subscriber along with this Subscription Agreement, and this Subscription Agreement shall have no force or effect.

2 Closing

The closing of the sale of the Shares contemplated hereby (the "**Subscription Closing**") is contingent upon the substantially concurrent consummation of the Transaction (the "**Transaction Closing**"). The Subscription Closing shall occur on the date of, and immediately prior to, the Transaction Closing (the "**Transaction Closing Date**"). Not less than five (5) business days prior to the scheduled Transaction Closing Date, the Company shall provide written notice to the Subscriber (the "**Closing Notice**") (i) of such scheduled Transaction Closing Date, (ii) that the Company reasonably expects all conditions to the closing of the Transaction to be satisfied or waived and (iii) of wire instructions for delivery of the Purchase Price to the Escrow Agent (as defined below). The Subscriber shall deliver to Continental Stock Transfer & Trust Company, as escrow agent (the "**Escrow Agent**"), at least three (3) business days prior to the Transaction Closing Date specified in the Closing Notice, the Purchase Price, which shall be held in a segregated escrow account for the benefit of the Subscriber (the "**Escrow Account**") until the Subscription Closing pursuant to the terms of a customary escrow agreement, which shall be on terms and conditions reasonably satisfactory to the Subscriber (the "**Escrow Agreement**") to be entered into by the Subscriber, the Company and the Escrow Agent, by wire transfer of United States dollars in immediately available funds to the account specified by the Company in the Closing Notice. On the Transaction Closing Date, the Company shall deliver to the Subscriber (i) the Shares in book-entry form, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws as set forth herein), in the name of the Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by the Subscriber, as applicable, and (ii) a copy of the records of the Company's transfer agent (the "**Transfer Agent**") showing the Subscriber (or such nominee or custodian) as the owner of the Shares on and as of the Transaction Closing Date. Upon delivery of the Shares to the Subscriber (or its nominee or custodian, if applicable), the Purchase Price shall be released from the Escrow Account automatically and without further action by the Company or the Subscriber.

If the Transaction Closing does not occur within five (5) business days of the Transaction Closing Date specified in the Closing Notice, the Escrow Agent shall promptly (but not later than two (2) business day thereafter) return the Purchase Price to the Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by the Subscriber. Furthermore, if the Transaction Closing does not occur on the same day as the Subscription Closing, the Escrow Agent (or the Company, if the Purchase Price has been released by the Escrow Agent) shall promptly (but not later than two (2) business day thereafter) return the Purchase Price to the Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by the Subscriber, and any book-entries and, if applicable, certificated shares, shall be deemed cancelled (and, in the case of certificated shares, the Subscriber shall promptly return such certificates to the Company or, as directed by the Company, to the Company's representative or agent).

If this Subscription Agreement terminates following the delivery by the Subscriber of the Purchase Price for the Shares, the Escrow Agent shall promptly (but not later than two (2) business days thereafter) return the Purchase Price to the Subscriber, whether or not the Transaction Closing shall have occurred. If this Subscription Agreement terminates following the Transaction Closing, the Subscriber shall promptly upon the return to the Subscriber of the Purchase Price by the Escrow Agent, transfer the Shares to the Company.

For the purposes of this Subscription Agreement, "business day" means any day other than a Saturday, Sunday or a day on which the Federal Reserve Bank of New York is closed.

3 Closing Conditions

3.1 The obligations of the Company to consummate the transactions contemplated hereunder are subject to the conditions that, at the Subscription Closing:

(i) all representations and warranties of the Subscriber contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Material Adverse Effect (as defined herein), which representations and warranties shall be true and correct in all respects) at and as of the Subscription Closing as though made on the Subscription Closing (except for those representations and warranties that speak as of a specific date, which shall be so true and correct in all material respects as of such specified date), and consummation of the Subscription Closing shall constitute a reaffirmation by the Subscriber of each of the representations, warranties and agreements of the Subscriber contained in this Subscription Agreement as of the Subscription Closing, but in each case without giving effect to the Transaction Closing; and

(ii) the Subscriber shall have performed or complied in all material respects with all agreements and covenants required by this Subscription Agreement.

3.2 The obligations of the Subscriber to consummate the transactions contemplated hereunder are subject to the conditions that, at the Subscription Closing:

(i) all representations and warranties of the Company contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Material Adverse Effect (as defined herein), which representations and warranties shall be true and correct in all respects) at and as of the Subscription Closing as though made on the Subscription Closing (except for those representations and warranties that speak as of a specific date, which shall be so true and correct in all material respects as of such specified date), and consummation of the Subscription Closing shall constitute a reaffirmation by the Company of each of the representations, warranties and agreements of the Company contained in this Subscription Agreement as of the Subscription Closing, but in each case without giving effect to the Transaction Closing;

(ii) the Company shall have performed or complied in all material respects with all agreements, conditions and covenants required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Transaction Closing;

(iii) there shall have been no amendment, waiver or modification to the Other Subscription Agreements that materially economically benefits the Other Subscribers thereunder unless the Subscriber has been offered substantially the same benefits; and

(iv) the terms of the Transaction Agreement (as defined below) shall not have been amended in a manner that would reasonably be expected to materially and adversely affect the economic benefits that the Subscriber would reasonably expect to receive under this Subscription Agreement unless the Subscriber has consented in writing to such amendment. For the avoidance of doubt, the parties hereto acknowledge and agree that any amendment or extension of the Outside Date (as defined in the Transaction Agreement) shall not materially and adversely affect the economic benefits that the Subscriber would reasonably expect to receive under this Subscription Agreement.

3.3 The obligations of each of the Company and the Subscriber to consummate the transactions contemplated hereunder are subject to the conditions that, at the Subscription Closing:

(i) no governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, law, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the transactions contemplated hereby illegal or otherwise restraining or prohibiting consummation of the transactions contemplated hereby, and no governmental authority shall have instituted or threatened in writing a proceeding seeking to impose any such restraint or prohibition;

(ii) all conditions precedent to the closing of the Transaction set forth in the Transaction Agreement, including the approval of the Company's stockholders, shall have been satisfied or waived (other than those conditions which, by their nature, are to be satisfied at the closing of the Transaction); and

(iii) all consents, waivers, authorizations or orders of, any notice required to be made to, and any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the execution, delivery and performance of this Subscription Agreement (including, without limitation, the issuance of the Shares) required to be made in connection with the issuance and sale of the Shares shall have been obtained or made, except where the failure to so obtain or make would not prevent the Company from consummating the transactions contemplated hereby, including the issuance and sale of the Shares.

4 Further Assurances

At the Subscription Closing, the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the subscription as contemplated by this Subscription Agreement.

5 Company Representations and Warranties

The Company represents and warrants to the Subscriber that:

5.1 The Company has been duly incorporated, is validly existing and is in good standing under the laws of the Cayman Islands, with corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted.

5.2 The Shares have been duly authorized, are free and clear of any liens or other restrictions and, when issued and delivered to the Subscriber against full payment therefor in accordance with the terms of this Subscription Agreement, the Shares will be validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under the Company's Certificate of Incorporation or under the laws of the Cayman Islands.

5.3 The Shares are not, and following the Transaction Closing and the Subscription Closing will not be, subject to any Transfer Restriction. The term "**Transfer Restriction**" means any condition to or restriction on the ability of the Subscriber to pledge, sell, assign or otherwise transfer the Shares under any organizational document, policy or agreement of, by or with the Company, but excluding the restrictions on transfer described in paragraph 6(c) of this Subscription Agreement with respect to the status of the Shares as "restricted securities" pending their registration for resale or transfer under the Securities Act of 1933, as amended (the "**Securities Act**") in accordance with the terms of this Subscription Agreement.

5.4 This Subscription Agreement has been duly authorized, executed and delivered by the Company and is enforceable in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

5.5 The issuance and sale of the Shares and the compliance by the Company with all of the provisions of this Subscription Agreement and the consummation of the transactions herein will not conflict with or result in a material breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company or any of its subsidiaries pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company is subject, which would have a material adverse effect on the business, properties, financial condition, stockholders' equity or results of operations of the Company (a "**Material Adverse Effect**") or materially affect the validity of the Shares or the legal authority of the Company to comply in all material respects with the terms of this Subscription Agreement; (ii) result in any violation of the provisions of the organizational documents of the Company; or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or regulatory body, domestic or foreign, having jurisdiction over the Company or any of its properties that would have a Material Adverse Effect or materially affect the validity of the Shares or the legal authority of the Company to comply with this Subscription Agreement.

5.6 Assuming the accuracy of the Subscriber's representations and warranties set forth in Section 6 of this Subscription Agreement, the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization (including The Nasdaq Stock Market ("**Nasdaq**")) or other person in connection with the execution, delivery and performance of this Subscription Agreement (including, without limitation, the issuance of the Shares), other than (i) filings with the Securities and Exchange Commission (the "**Commission**"), (ii) filings required by applicable state securities laws, (iii) filings required by Nasdaq, including with respect to obtaining shareholder approval, (vi) filings required to consummate the Transaction as provided under the definitive documents relating to the Transaction, and (vii) where the failure of which to obtain would not be reasonably likely to have a Material Adverse Effect or have a material adverse effect on the Company's ability to consummate the transactions contemplated hereby, including the issuance and sale of the Shares.

5.7 The Company is in compliance with all applicable laws, except where such non-compliance would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company has not received any written communication from a governmental entity that alleges that the Company is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

5.8 Other than 5,000,000 Ordinary Shares issued to the initial shareholders of the Company prior to its initial public offering (such Ordinary Shares, the "**Founder Shares**"), the issued and outstanding Ordinary Shares of the Company are registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and are listed for trading on Nasdaq under the symbol "LATN" (it being understood that the trading symbol will be changed in connection with the Transaction Closing) (such Ordinary Shares that are not Founder Shares, the "**Registered Ordinary Shares**"). As of the date of this Subscription Agreement, there is no suit, action, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company by Nasdaq or the Commission, respectively, to prohibit or terminate the listing of the Company's Registered Ordinary Shares on Nasdaq or to deregister the Registered Ordinary Shares under the Exchange Act. The Company has taken no action that is designed to terminate the registration of the Registered Ordinary Shares under the Exchange Act.

5.9 Assuming the accuracy of the Subscriber's representations and warranties set forth in Section 6 of this Subscription Agreement, no registration under the Securities Act is required for the offer and sale of the Shares by the Company to the Subscriber.

5.10 A copy of each form, report, statement, schedule, prospectus, proxy, registration statement and other document, if any, filed by the Company with the Commission since its initial registration of the Registered Ordinary Shares under the Exchange Act (the "**SEC Documents**") is available to the Subscriber via the Commission's EDGAR system. None of the SEC Documents contained, when filed or, if amended, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, that with respect to the information about the Company's affiliates contained in the Schedule 14A and related proxy materials (or other SEC document) to be filed by the Company the representation and warranty in this sentence is made to the Company's knowledge. The Company has timely filed each report, statement, schedule, prospectus, and registration statement that the Company was required to file with the Commission since its initial registration of the Registered Ordinary Shares under the Exchange Act. There are no material outstanding or unresolved comments in comment letters from the staff of the Division of Corporation Finance (the "**Staff**') of the Commission with respect to any of the SEC Documents.

5.11 Except for such matters as have not had and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect, there is no (i) action, suit, claim or other proceeding, in each case by or before any governmental authority pending, or, to the knowledge of the Company, threatened against the Company or (ii) judgment, decree, injunction, ruling or order of any governmental entity or arbitrator outstanding against the Company.

5.12 The Company has not paid and is not obligated to pay, any brokerage, finder's or other fee or commission in connection with its issuance and sale of the Shares, including, for the avoidance of doubt, any fee or commission payable to any shareholder or affiliate of the Company, and is not aware of any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Shares, in each case other than the Financial Advisor (as defined below), and the Company.

5.13 None of the Other Subscription Agreements or any other agreement with any Other Subscriber or other potential or actual investor in respect of the Company includes or will include terms, rights or other benefits that are more favorable to any such other person than the terms, rights and benefits in favor of the Subscriber hereunder, and the Company will not waive any material obligation under the agreements with any such person unless, in any such case, the Subscriber has been offered in writing the opportunity to concurrently receive the benefits of all such terms, rights and benefits or waiver. The Subscriber shall notify the Company in writing, within five (5) Business Days after the date it has been offered the opportunity to receive the benefit of such terms, rights, benefits or waiver, of its election to receive any such term, right, benefit or waiver so offered.

5.14 Other than the Other Subscription Agreements, the Company has not entered into any side letter or similar agreement with any Other Subscriber or investor in connection with such Other Subscriber's or investor's direct or indirect investment in the Company. No Other Subscription Agreement includes terms and conditions that are materially more advantageous to any such Other Subscriber than the Subscriber hereunder (other than terms particular to the regulatory requirements of such subscriber or its affiliates or related funds). Such Other Subscription Agreements have not been amended or modified in any material respect following the date of this Subscription Agreement to include any such terms and conditions.

6 Subscriber Representations and Warranties

The Subscriber represents and warrants to the Company that:

6.1 The Subscriber is (i) a "qualified institutional buyer" (as defined under the Securities Act) or (ii) an institutional "accredited investor" (within the meaning of Rule 501(a) under the Securities Act), in each case, satisfying the requirements set forth on Schedule A, and is acquiring the Shares only for his, her or its own account and not for the account of others, and not on behalf of any other account or person or with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information on Schedule A following the signature page hereto). For the avoidance of doubt, nothing in this Section 6.1 is intended to restrict the Subscriber's ordinary course activities as an institutional "accredited investor" (within the meaning of Rule 501(a) under the Securities Act), including, where applicable, in its capacity as an investment adviser on behalf of its client designees. Accordingly, the Subscriber understands that the offering of the Shares meets the exemptions from filing under FINRA Rule 5123(b)(1)(C) or (J). The Subscriber is not an entity formed for the specific purpose of acquiring the Shares.

6.2 If the Subscriber is a financial institution, broker or other person acquiring Shares on behalf of its client designees, the Subscriber represents and warrants that: (i) it has full power and authority on behalf of the client(s) to subscribe for Shares and to execute any necessary subscription documentation, including this Subscription Agreement; (ii) it is a financial institution, broker or entity that is subject to, and supervised for compliance with anti-money laundering and countering of terrorism financing requirements consistent with the standards set by the Financial Action Task Force; (iii) it is authorized and empowered to make all the representations in this Subscription Agreement on behalf of each of its applicable client(s) and has the agreement of each of these client(s) regarding the use of such client's personal data; and (iv) each of its clients is eligible to invest pursuant to this Subscription Agreement.

6.3 The Subscriber (i) is an institutional account as defined in FINRA Rule 4512(c), (ii) is a sophisticated investor, experienced in investing in private equity transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities and (iii) has exercised independent judgment in evaluating its participation in the purchase of the Shares. Accordingly, the Subscriber understands that the offering of the Shares meets (x) the exemptions from filing under FINRA Rule 5123(b)(1)(A) and (y) the institutional customer exemption under FINRA Rule 2111(b).

6.4 The Subscriber understands that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Shares have not been registered under the Securities Act. The Subscriber understands that the Shares may not be resold, transferred, pledged or otherwise disposed of by the Subscriber absent an effective registration statement under the Securities Act except (i) to the Company or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act, (iii) pursuant to Rule 144 under the Securities Act ("**Rule 144**"), provided that all of the applicable conditions thereof have been met or (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act (including, without limitation, a private resale pursuant to the so-called "Section 4(a)(1½)" exemption), and in each of cases (i) and (iv) in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any book-entry positions representing the Shares shall contain a legend to such effect. The Subscriber acknowledges that the Shares will not be eligible for resale pursuant to Rule 144A under the Securities Act. The Subscriber understands and agrees that the Shares will be subject to the foregoing transfer restrictions and, as a result of these transfer restrictions, the Subscriber may not be able to readily resell or transfer the Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. The Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Shares.

6.5 The Subscriber understands and agrees that the Subscriber is purchasing Shares directly from the Company. The Subscriber further acknowledges that there have been no representations, warranties, covenants and agreements made to the Subscriber by the Company, its officers or directors, or any other party to the Transaction or person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements included in this Subscription Agreement.

6.6 The Subscriber's acquisition and holding of the Shares will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Internal Revenue Code of 1986, as amended, or any applicable similar law.

6.7 The Subscriber acknowledges and agrees that the Subscriber has received and has had an adequate opportunity to review, such financial and other information as the Subscriber deems necessary in order to make an investment decision with respect to the Shares and made its own assessment and is satisfied concerning the relevant tax and other economic considerations relevant to the Subscriber's investment in the Shares. Without limiting the generality of the foregoing, the Subscriber acknowledges that it has reviewed the documents provided to the Subscriber by the Company. The Subscriber represents and agrees that the Subscriber and the Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as the Subscriber and such Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares. The Subscriber further acknowledges that the information provided to the Subscriber is preliminary and subject to change, and that any non-material changes to such information, including, without limitation, any non-material changes based on updated information or non-material changes in terms of the Transaction, shall in no way affect the Subscriber's obligation to purchase the Shares hereunder.

6.8 The Subscriber became aware of this offering of the Shares solely by means of direct contact between the Subscriber and the Company or a representative of the Company, and the Shares were offered to the Subscriber solely by direct contact between the Subscriber and the Company or a representative of the Company. The Subscriber did not become aware of this offering of the Shares, nor were the Shares offered to the Subscriber, by any other means. The Subscriber acknowledges that the Company represents and warrants that the Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws or any applicable laws of any other jurisdiction.

6.9 The Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Shares. The Subscriber is able to fend for himself, herself or itself in the transactions completed herein, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares and has the ability to bear the economic risks of such investment in the Shares and can afford a complete loss of such investment. The Subscriber has sought such accounting, legal and tax advice as the Subscriber has considered necessary to make an informed investment decision.

6.10 The Subscriber has adequately analyzed and fully considered the risks of an investment in the Shares and determined that the Shares are a suitable investment for the Subscriber and that the Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of the Subscriber's investment in the Company. The Subscriber acknowledges specifically that a possibility of total loss exists.

6.11 In making its decision to purchase the Shares, the Subscriber has relied solely upon independent investigation made by the Subscriber and the Company's representations, warranties and covenants contained herein. Without limiting the generality of the foregoing, the Subscriber has not relied on any statements or other information provided by the Financial Advisor (as defined below) concerning the Company or the Shares or the offer and sale of the Shares.

6.12 The Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Shares or made any findings or determination as to the fairness of this investment.

6.13 The Subscriber has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation.

6.14 The execution, delivery and performance by the Subscriber of this Subscription Agreement are within the powers of the Subscriber, have been duly authorized and will not constitute or result in a material breach or default under or conflict with any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Subscriber is a party or by which the Subscriber is bound, and, if the Subscriber is not an individual, will not violate any provisions of the Subscriber's charter documents, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable. The signature on this Subscription Agreement is genuine, and the signatory, if the Subscriber is an individual, has legal competence and capacity to execute the same or, if the Subscriber is not an individual, the signatory has been duly authorized to execute the same, and this Subscription Agreement constitutes a legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms.

6.15 The Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons, the Executive order 13599 List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, each of which is administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") (collectively "**OFAC Lists**"), (ii) owned or controlled by or acting on behalf of, a person, that is named on an OFAC List, (iii) organized, incorporated, established, located, resident or born in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or territory embargoed or subject to substantial trade restrictions by the United States, (iv) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (v) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank (collectively, a "**Prohibited Investor**"). The Subscriber represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.), as amended by the USA PATRIOT Act of 2001, and its implementing regulations (collectively, the "**BSA/PATRIOT Act**"), the Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. The Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed to ensure compliance with OFAC-administered sanctions programs, including for the screening of its investors against the OFAC Lists. The Subscriber further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by the Subscriber and used to purchase the Shares were legally derived.

6.16 No disclosure or offering document has been prepared by BTG Pactual US Capital, LLC as placement agent (collectively, the "**Financial Advisor**") or any of their respective affiliates in connection with the offer and sale of the Shares.

6.17 The Financial Advisor and their respective directors, officers, employees, representatives and controlling persons have made no independent investigation with respect to the Company or the Shares or the accuracy, completeness or adequacy of any information supplied to the Subscriber by the Company.

6.18 In connection with the issue and purchase of the Shares, the Financial Advisor has not acted as the Subscriber's financial advisor or fiduciary.

6.19 If the Subscriber is a resident of Canada, the Subscriber hereby declares, represents, warrants and agrees as set forth in the attached Schedule B.

6.20 The Subscriber has, and at the Subscription Closing will have, sufficient funds to pay the Purchase Price.

6.21 If the Subscriber is an employee benefit plan that is subject to Title I of ERISA, a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Code or an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code, or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "**Plan**") subject to the fiduciary or prohibited transaction provisions of ERISA or section 4975 of the Code, Subscriber represents and warrants that none of the Company, or any of its respective affiliates (the "**Transaction Parties**") has acted as the Plan's fiduciary, or has been relied on for advice, with respect to its decision to acquire and hold the Shares, and none of the Transaction Parties shall at any time be relied upon as the Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Shares.

7 Registration Rights

7.1 The Company agrees that, within sixty (60) calendar days after the Transaction Closing (the "**Filing Deadline**"), the Company (i) will file with the Commission (at the Company's sole cost and expense) a registration statement (the "**Registration Statement**") registering the resale and transfer of the Shares, and (ii) shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the 90th calendar day (or 150th calendar day if the Commission notifies the Company that it will "review" the Registration Statement) following the Filing Deadline (such date, the "**Effectiveness Date**"); *provided, however,* that the Company's obligations to include the Shares in the Registration Statement are contingent upon the Subscriber furnishing in writing to the Company such information regarding the Subscriber, the securities of the Company held by the Subscriber and the intended method of disposition of the Shares as shall be reasonably requested by the Company to effect the registration of the resale and transfer of the Shares, and shall execute such documents in connection with such registration as the Company may reasonably request that are customary of a selling stockholder in similar situations. Notwithstanding the foregoing, if the Commission prevents the Company from including in the Registration Statement any or all of the Shares due to limitations on the use of Rule 415 of the Securities Act for the resale or transfer of the Shares by the applicable stockholders or otherwise, the Registration Statement shall register for resale or transfer such number of Shares which is equal to the maximum number of Shares as is permitted by the Commission. In such event, the number of Shares to be registered for each selling stockholder named in the Registration Statement shall be reduced pro rata among all such selling stockholders. If the Commission requests that the Subscriber be identified as a statutory underwriter in the Registration Statement, the Subscriber will have an opportunity to withdraw from the Registration Statement. The Company will use its commercially reasonable efforts to maintain the continuous effectiveness of the Registration Statement until the earliest of (i) the date on which the Shares may be resold without volume or manner of sale limitations pursuant to Rule 144, (ii) the date on which such Shares have actually been sold and (iii) the date which is two years after the Subscription Closing. For purposes of clarification, any failure by the Company to file the Registration Statement by the Filing Deadline or to effect such Registration Statement by the Effectiveness Date shall not otherwise relieve the Company of its obligations to file or effect the Registration Statement set forth in this Section 7.

7.2 Notwithstanding anything to the contrary in this Subscription Agreement, the Company shall be entitled to delay or postpone the effectiveness of the Registration Statement, and from time to time to require any Subscriber not to sell under the Registration Statement or to suspend the effectiveness thereof, if the negotiation or consummation of a transaction by the Company or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event, the Company's board of directors reasonably believes, upon the advice of legal counsel, would require additional disclosure by the Company in the Registration Statement of material information that the Company has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Company's board of directors, upon the advice of legal counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "**Suspension Event**"); provided, however, that the Company may not delay or suspend the Registration Statement on more than two (2) occasions or for more than sixty (60) consecutive calendar days, or more than one hundred and twenty (120) total calendar days, in each case during any twelve-month period. Upon receipt of any written notice from the Company of the happening of any Suspension Event (which notice shall not contain material non-public information) during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus) not misleading, the Subscriber agrees that (i) it will immediately discontinue offers and sales of the Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until the Subscriber receives copies of a supplemental or amended prospectus (which the Company agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Company that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Company unless otherwise required by law or subpoena. If so directed by the Company, the Subscriber will deliver to the Company or, in the Subscriber's sole discretion destroy, all copies of the prospectus covering the Shares in the Subscriber's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Shares shall not apply (i) to the extent the Subscriber is required to retain a copy of such prospectus (a) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (b) in accordance with a bona fide pre-existing document retention policy or (ii) to copies stored electronically on archival servers as a result of automatic data back-up.

7.3 The Company shall, at its sole expense, upon appropriate notice from the Subscriber stating that the Shares have been sold or transferred pursuant to an effective Registration Statement, timely prepare and deliver evidence of book-entry positions representing the Shares to be delivered to a transferee pursuant to such Registration Statement, which book-entry positions shall be free of any restrictive legends and in such denominations and registered in such names as the Subscriber may request. Further, the Company shall use its commercially reasonable efforts, at its sole expense, to cause its legal counsel to (a) issue to the Transfer Agent and maintain a "blanket" legal opinion instructing the Transfer Agent that, in connection with a sale or transfer of "restricted securities" (i.e., securities issued pursuant to an exemption from the registration requirements of Section 5 of the Securities Act), the resale or transfer of which restricted securities has been registered pursuant to an effective Registration Statement by the holder thereof named in such Registration Statement, upon receipt of an appropriate broker representation letter and other such documentation as the Company's counsel deems necessary and appropriate and after confirming compliance with relevant prospectus delivery requirements, is authorized to remove any applicable restrictive legend in connection with such sale or transfer and (b) if the Shares are not registered pursuant to an effective Registration Statement, issue to the Transfer Agent a legal opinion to facilitate the sale or transfer of the Shares and removal of any restrictive legends pursuant to any exemption from the registration requirements of Section 5 of the Securities Act that may be available to a requesting Subscriber; provided, that in the case of a request to remove such restrictive legends in connection with a sale or transfer of Shares pursuant to clause (a) or (b) above, the Company shall use its commercially reasonable efforts to cause the Transfer Agent to remove any such applicable restrictive legends in connection with such sale or transfer within three (3) business days of such request.

7.4 The Company shall, notwithstanding any termination of this Subscription Agreement, indemnify, defend and hold harmless the Subscriber (to the extent a seller under the Registration Statement), the officers, directors and agents of each of them, and each person who controls the Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and the officers, directors and agents of such controlling persons, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "**Losses**"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any prospectus included in the Registration Statement or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or related to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding the Subscriber furnished in writing to the Company by the Subscriber expressly for use therein or the Subscriber has omitted a material fact from such information or otherwise violated the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder; provided, however, that the indemnification contained in this Section 7 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Company be liable for any Losses to the extent they arise out of or are based upon a violation which occurs (A) in reliance upon and in conformity with written information furnished by a Subscriber, (B) in connection with any failure of such person to deliver or cause to be delivered a prospectus made available by the Company in a timely manner, (C) as a result of offers, transfers or sales effected by or on behalf of any person by means of a freewriting prospectus (as defined in Rule 405) that was not authorized in writing by the Company, or (D) in connection with any offers, transfers or sales effected by or on behalf of a Subscriber in violation of Section 7.2 hereof. The Company shall notify the Subscriber promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 7 of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Shares by the Subscriber.

7.5 The Subscriber shall, severally and not jointly with any other selling shareholder named in the Registration Statement, indemnify and hold harmless the Company, its directors, officers, agents and employees, and each person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or that are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading to the extent, but only to the extent, that such untrue statements or omissions are based upon information regarding the Subscriber furnished in writing to the Company by the Subscriber expressly for use therein; provided, however, that the indemnification contained in this Section 7 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of the Subscriber (which consent shall not be unreasonably withheld, conditioned or delayed). The Subscriber shall notify the Company promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 7 of which the Subscriber is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Shares by the Subscriber.

8 Termination

This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earliest to occur of (a) such time as the Company notifies the Subscriber in writing, or publicly discloses, that it does not intend to consummate the Transaction, (b) following the execution of a definitive agreement among the Company, Procaps, the Merger Sub and Procaps Group with respect to the Transaction (a "**Transaction Agreement**"), such date and time as such Transaction Agreement is terminated in accordance with its terms without the Transaction being consummated, (c) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, (d) if any of the conditions to the Subscription Closing set forth in Section 3 of this Subscription Agreement are not satisfied or waived on or prior to the Subscription Closing and, as a result thereof, the transactions contemplated by this Subscription Agreement are not consummated at the Subscription Closing and (e) if the Transaction Closing shall not have occurred by the Outside Date as defined in the Transaction Agreement (as such Outside Date may be amended or extended from time to time); *provided* that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach. The Company shall promptly notify the Subscriber of the termination of the Transaction Agreement after the termination of such agreement.

9 Trust Account Waiver

The Subscriber acknowledges that the Company is a blank check company with the powers and privileges to effect a merger, asset acquisition, reorganization or similar business combination involving the Company and one or more businesses or assets. The Subscriber further acknowledges that, as described in the Company's prospectus relating to its initial public offering dated October 17, 2019 (the "**Prospectus**") available at www.sec.gov, substantially all of the Company's assets consist of the cash proceeds of the Company's initial public offering and private placements of its securities, and substantially all of those proceeds have been deposited in a trust account (the "**Trust Account**") for the benefit of the Company, its public stockholders and the underwriters of the Company's initial public offering and that the Company may disburse monies from the trust fund only (i) to the public stockholders in the event they elect to convert their shares, (ii) to the public stockholders upon the liquidation of the Company if the Company fails to consummate a business combination or (iii) to the Company after, or concurrently with, the consummation of a business combination. For and in consideration of the Company entering into this Subscription Agreement, the receipt and sufficiency of which are hereby acknowledged, the Subscriber hereby irrevocably waives any and all right, title and interest, or any claim of any kind it has or may have in the future, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account, in each case, as a result of, or arising out of, this Subscription Agreement; *provided* that nothing in this Section 9 shall (x) be deemed to limit the Subscriber's right, title, interest or claim to the Trust Account by virtue of the Subscriber's record or beneficial ownership of Ordinary Shares of the Company acquired by any means other than pursuant to this Subscription Agreement, (y) serve to limit or prohibit the Subscriber's right to pursue a claim against the Company for legal relief against assets held outside the Trust Account, for specific performance or other equitable relief or (z) serve to limit or prohibit any claims that Subscriber may have in the future against the Company's assets or funds that are not held in the Trust Account.

10 No Short Sales

The Subscriber hereby agrees that, from the date of this Subscription Agreement until the Subscription Closing, none of the Subscriber, its controlled affiliates, or any person or entity acting on behalf of the Subscriber or any of its controlled affiliates or pursuant to any understanding with the Subscriber or any of its controlled affiliates will engage in any Short Sales with respect to securities of the Company. For purposes of this Section 10, "**Short Sales**" shall include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, and all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers.

11 Miscellaneous

11.1 Each book entry for the Shares shall contain a notation in substantially the following form: "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE TRANSFERRED IN VIOLATION OF SUCH ACT AND LAWS."

11.2 Notwithstanding anything in this Subscription Agreement to the contrary, each party hereto acknowledges and agrees that without the prior written consent of the other party hereto it will not publicly make reference to such other party or any of its affiliates (i) in connection with the Transaction or this Subscription Agreement (provided that the Company and the Subscriber may disclose its entry into this Subscription Agreement and the Purchase Price) or (ii) in any promotional materials, media, or similar circumstances, except, in each case, as required by law or regulation or at the request of the Staff of the Commission or regulatory agency or under the regulations of Nasdaq, including, in the case of the Company (a) as required by the federal securities law in connection with the Registration Statement, (b) the filing of this Subscription Agreement (or a form of this Subscription Agreement) with the Commission and (c) the filing of the Registration Statement on Form F-4 and Schedule 14A and related materials to be filed by the Company with respect to the Transaction.

11.3 Neither this Subscription Agreement nor any rights that may accrue to the Subscriber hereunder (other than the Shares acquired hereunder, if any) may be transferred or assigned, except (x) with the written consent of the Company to be given in its sole discretion and (y) that the Subscriber may assign its rights and obligations under this Subscription Agreement to one or more of its affiliates (including other investment funds or accounts managed or advised by the investment manager who acts on behalf of the Subscriber or an affiliate thereof); provided, that no such assignment shall relieve the Subscriber of its obligations hereunder. Neither this Subscription Agreement nor any rights that may accrue to the Company hereunder may be transferred or assigned except as set forth above.

11.4 The Company may request from the Subscriber such additional information as the Company may deem necessary to evaluate the eligibility of the Subscriber to acquire the Shares, and the Subscriber shall promptly provide such information as may reasonably be requested, to the extent readily available and to the extent consistent with its internal policies and procedures.

11.5 The Subscriber acknowledges that the Company and the Financial Advisor (only pursuant to the ultimate sentence of this paragraph) and Procaps will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement. Prior to the Subscription Closing, the Subscriber agrees to promptly notify the Company if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate. The Subscriber agrees that the purchase by the Subscriber of Shares from the Company will constitute a reaffirmation of the acknowledgments, understandings, agreements, representations and warranties herein (as modified by any such notice) by the Subscriber as of the Subscription Closing Date. The Subscriber further acknowledges and agrees that the Financial Advisor are third-party beneficiaries of the representations and warranties of the Subscriber contained in Sections 6.1, 6.2, 6.3, 6.4, 6.7, 6.9, 6.16, 6.17 and 6.18 of this Subscription Agreement.

11.6 The Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person other than the statements, representations and warranties contained in this Subscription Agreement in making its investment or decision to invest in the Company. The Subscriber agrees that none of (i) any Other Subscriber pursuant to the Other Subscription Agreements (including the controlling persons, members, officers, directors, partners, agents, or employees of any such other Subscriber), (ii) the Financial Advisor, their respective affiliates or any of its or their respective affiliates' control persons, officers, directors or employees, or (iii) any other party to the Transaction Agreement, including any such party's representatives, affiliates or any of its or their control persons, officers, directors or employees, that is not a party hereto, shall be liable to the Subscriber pursuant to this Subscription Agreement for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Shares. On behalf of itself and its affiliates, the Subscriber releases each of the Financial Advisor in respect of any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements related to this Subscription Agreement or the transactions contemplated hereby.

11.7 The Company is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof when required by law, regulatory authority or Nasdaq to do so in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

11.8 Except if required by law or Nasdaq, without the prior written consent of the Subscriber, the Company shall not, and shall cause its representatives, including the Financial Advisor and their respective representatives, not to, disclose the existence of this Subscription Agreement or any negotiations related hereto, or to use the name of the Subscriber or any information provided by the Subscriber in connection herewith in or for the purpose of any marketing activities or materials or for any similar or related purpose.

11.9 All the agreements, representations and warranties made by each party hereto in this Subscription Agreement shall survive the Subscription Closing.

11.10 This Subscription Agreement may not be modified, waived or terminated except by an instrument in writing, signed by the party against whom enforcement of such modification, waiver, or termination is sought; provided that any such modification, waiver or termination is consented to by Procaps in writing. The Subscriber and the Company acknowledge and agree that Procaps is a third-party beneficiary of this Section 11.10.

11.11 This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof. Except as otherwise expressly set forth in Section 11.5 and Section 11.10, this Subscription Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successor and assigns.

11.12 Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

11.13 If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

11.14 This Subscription Agreement may be executed in one or more counterparts (including by facsimile or electronic mail or in .pdf) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

11.15 The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.

11.16 Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or telecopied, sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (a) when so delivered personally, (b) upon receipt of an appropriate electronic answerback or confirmation when so delivered by telecopy (to such number specified below or another number or numbers as such person may subsequently designate by notice given hereunder), (c) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (d) five (5) business days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) if to the Subscriber, to such address or addresses set forth on the signature page hereto;

(ii) if to the Company, to :

Union Acquisition Corp. II
1425 Brickwell Ave., #57B
Miami, FL

(iii) if to Procaps, to:

Crynssen Pharma Group Limited
Seed Building, C1 Midland Micro Enterprise Park,
Burmarrad Road, Naxxar NXR 6345, Malta
Attention: Maria Alejandra Molina Utrera
Email: mmolina@procaps.com.co

(iv) if to the Financial Advisor, to:

BTG Pactual US Capital, LLC
601 Lexington Avenue, 57th Floor,
New York, NY 10022
Attention: Kevin Younai
Email: kevin.younai@btgpactual.com

11.17 THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD OTHERWISE REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER STATE.

THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, THE SUPREME COURT OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF NEW YORK SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS SUBSCRIPTION AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A NEW YORK STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 10.18 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SUBSCRIPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 10.18.

[SIGNATURE PAGES FOLLOW]

In witness whereof, the undersigned has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

Name of Investor:

State/Country of Formation or Domicile:

By: _____
Name: _____
Title: _____

Name in which shares are to be registered (if different):

Date: _____, 2021

Investor's EIN:

Business Address-Street:

Mailing Address-Street (if different):

City, State, Zip:

City, State, Zip:

Attn:

Attn:

Telephone No.:

Telephone No.:

Facsimile No.:

Facsimile No.:

Number of Shares subscribed for:

Purchase Price: $

Price Per Share: $10.00

The above Subscriber agrees that it shall pay the Purchase Price by wire transfer of United States dollars in immediately available funds to the account specified by the Company in the Closing Notice. The above Subscriber acknowledges and agrees that to the extent the offering is oversubscribed, the number of Shares received may be less than the number of Shares subscribed for.

In witness whereof, Union Acquisition Corp. II has accepted this Subscription Agreement as of the date set forth below.

UNION ACQUISITION CORP. II

By: _____

Name: _____

Title: _____

Date: _____, 2021

Schedule A
Eligibility Representations of the Investor

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

1. ☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act).

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS
(Please check the applicable subparagraphs):

1. ☐ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act. for one or more of the following reasons (Please check the applicable subparagraphs):

☐ We are a bank, as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or a fiduciary capacity.

☐ We are a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended.

☐ We are an insurance company, as defined in Section 2(13) of the Securities Act.

☐ We are an investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that act.

☐ We are a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

☐ We are a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if the plan has total assets in excess of $5 million.

☐ We are an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is being made by a plan fiduciary, as defined in Section 3(21) of such act, and the plan fiduciary is either a bank, an insurance company, or a registered investment adviser, or if the employee benefit plan has total assets in excess of $5 million.

☐ We are a private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

☐ We are a corporation, Massachusetts or similar business trust, partnership, limited liability company or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that was not formed for the specific purpose of acquiring the Shares, and that has total assets in excess of $5 million.

☐ We are a trust with total assets in excess of $5 million not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

☐ We are an investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Investment Advisers Act of 1940, as amended.

☐ We are a Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act.

☐ We are a family office, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, as amended, that (i) has assets under management in excess of $5 million; (ii) is not formed for the specific purpose of acquiring the Shares and (iii) has a person directing the prospective investment who has such knowledge and experience in financial and business matters so that the family office is capable of evaluating the merits and risks of the prospective investment.

☐ We are an entity of a type not previously listed that is not formed for the specific purpose of acquiring the Shares and owns investments in excess of $5 million. For purposes of this clause, "investments" means investments as defined in Rule 2a51-1(b) under the Investment Company Act of 1940, as amended.

☐ We are an entity in which all of the equity owners are accredited investors.

C. AFFILIATE STATUS
(Please check the applicable box)

THE INVESTOR

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company or acting on behalf of an affiliate of the Company.

This page should be completed by the Investor and constitutes a part of the Subscription Agreement

Schedule B
Eligibility Representations of the Investor (Canadian Investors Only)

1 We hereby declare, represent and warrant that:

(a) we are purchasing the Shares as principal for our own account, or are deemed to be purchasing the Shares as principal for our own account in accordance with applicable Canadian securities laws, and not as agent for the benefit of another investor;

(b) we are residents in or subject to the laws of one of the provinces or territories of Canada;

(c) we are entitled under applicable securities laws to purchase the Shares without the benefit of a prospectus qualified under such securities laws and, without limiting the generality of the foregoing, are both:

a. an "accredited investor" as defined in section 1.1 of National Instrument 45-106 *Prospectus Exemptions* ("NI 45-106") or section 73.3(2) of the *Securities Act* (Ontario) by virtue of satisfying the indicated criterion in Section 11 below, and we are not a person created or used solely to purchase or hold securities as an "accredited investor" as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106; and

b. a "permitted client" as defined in section 1.1 of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* ("NI 31-103") by virtue of satisfying the indicated criterion in Section 12 below

(d) we have received, reviewed and understood, this Subscription Agreement and certain disclosure materials relating to the placing of Shares in Canada and, are basing our investment decision solely on this Subscription and the materials provided by the Company and not on any other information concerning the Company or the offering of the Shares;

(e) the acquisition of Shares does not and will not contravene any applicable Canadian securities laws, rules or policies of the jurisdiction in which we are resident and does not trigger (i) any obligation to prepare and file a prospectus or similar document or (ii) any registration or other similar obligation on the part of any person;

(f) we will execute and deliver within the applicable time periods all documentation as may be required by applicable Canadian securities laws to permit the purchase of the Shares on the terms set forth herein and, if required by applicable Canadian securities laws, will execute, deliver and file or assist the Company in obtaining and filing such reports, undertakings and other documents relating to the purchase of the Shares as may be required by any applicable Canadian securities laws, securities regulator, stock exchange or other regulatory authority; and

(g) neither we nor any party on whose behalf we are acting has been established, formed or incorporated solely to acquire or permit the purchase of Shares without a prospectus in reliance on an exemption from the prospectus requirements of applicable Canadian securities laws.

2 We are aware of the characteristics of the Shares, the risks relating to an investment therein and agree that we must bear the economic risk of its investment in the Shares. We understand that we will not be able to resell the Shares under applicable Canadian securities laws except in accordance with limited exemptions and compliance with other requirements of applicable law, and we (and not the Company) are responsible for compliance with applicable resale restrictions or hold periods and will comply with all relevant Canadian securities laws in connection with any resale of the Shares.

3 We hereby undertake to notify the Company immediately of any change to any declaration, representation, warranty or other information relating to us set forth herein which takes place prior to the closing of the purchase of the Shares applied for hereby.

4 We understand and acknowledge that (i) the Company is not a reporting issuer in any province or territory in Canada and its securities are not listed on any stock exchange in Canada and there is currently no public market for the Shares in Canada; and (ii) the Company currently has no intention of becoming a reporting issuer in Canada and the Company is not obligated to file and has no present intention of filing a prospectus with any securities regulatory authority in Canada to qualify the resale of the Shares to the public, or listing the Company's securities on any stock exchange in Canada and thus the applicable restricted period or hold period may not commence and the Shares may be subject to an unlimited hold period or restricted period in Canada and in that case may only be sold pursuant to limited exemptions under applicable securities legislation.

5 We confirm we have reviewed applicable resale restrictions under relevant Canadian legislation and regulations.

6 It is acknowledged that we should consult our own legal and tax advisors with respect to the tax consequences of an investment in the Shares in our particular circumstances and with respect to the eligibility of the Shares for investment by us and resale restrictions under relevant Canadian legislation and regulations, and that we have not relied on the Company or on the contents of the disclosure materials provided by the Company, for any legal, tax or financial advice.

7 If we are a resident of Quebec, we acknowledge that it is our express wish that all documents evidencing or relating in any way to the sale of the Shares be drawn in the English language only. *Si nous sommes residents de la province de Québec, nous reconnaissons par les présentes que c'est notre volonté expresse que taus les documents faisant foi ou se rapportant de quelque manière à la vente des engagements soient rédigés en anglais seulement.*

8 We understand and acknowledge that we are making the representations, warranties and agreements contained herein with the intent that they may be relied upon by the Company and the agents in determining our eligibility to purchase the Shares, including the availability of exemptions from the prospectus requirements of applicable Canadian securities laws in connection with the issuance of the Shares.

9 We consent to the collection, use and disclosure of certain personal information for the purposes of meeting legal, regulatory, self-regulatory, security and audit requirements (including any applicable tax, securities, money laundering or anti-terrorism legislation, rules or regulations) and as otherwise permitted or required by law, which disclosures may include disclosures to tax, securities or other regulatory or self-regulatory authorities in Canada and/or in foreign jurisdictions, if applicable, in connection with the regulatory oversight mandate of such authorities.

10 If we are an individual resident in Canada, we acknowledge that: (A) the Company or the agents may be required to provide personal information pertaining to us as required to be disclosed in Schedule I of Form 45-106F1 Report of Exempt Distribution ("**Form 45-106F1**") under NI 45-106 (including its name, email address, address, telephone number and the aggregate purchase price paid by the purchaser) ("**personal information**") to the securities regulatory authority or regulator in the local jurisdiction (the "**Regulator**"); (B) the personal information is being collected indirectly by the Regulator under the authority granted to it in securities legislation; and (C) the personal information is being collected for the purposes of the administration and enforcement of the securities legislation; and by purchasing the securities, we shall be deemed to have authorized such indirect collection of personal information by the Regulator. Questions about the indirect collection of information should be directed to the Regulator in the local jurisdiction, using the contact information set out below:

(a) in Alberta, the Alberta Securities Commission, Suite 600, 250 - 5th Street SW, Calgary, Alberta T2P OR4, Telephone: (403) 297-6454, toll free in Canada: 1-877-355-0585, Email: inquiries@asc.ca;

(b) in British Columbia, the British Columbia Securities Commission, P.O. Box 10142, Pacific Centre, 701 West Georgia Street, Vancouver, British Columbia V7Y 1L2, Inquiries: (604) 899-6500, toll free in Canada: 1-800-373-6393, Email: inquiries@bcsc.bc.ca;

(c) in Manitoba, The Manitoba Securities Commission, 500 - 400 St. Mary Avenue, Winnipeg, Manitoba R3C 4K5, Telephone: (204) 945--2548, toll free in Manitoba 1-800-655-5244, Email: securities@gov.mb.ca;

(d) in New Brunswick, Financial and Consumer Services Commission (New Brunswick), 85 Charlotte Street, Suite 300, Saint John, New Brunswick E2L 2J2, Telephone: (506) 658-3060, toll free in Canada: 1-866-933-2222, Email: info@fcnb.ca;

(e) in Newfoundland and Labrador, Government of Newfoundland and Labrador, Office of Superintendent of Securities, P.O. Box 8700, Confederation Building, 2nd Floor, West Block, Prince Philip Drive, St. John's, Newfoundland and Labrador, A1B 4J6, Telephone: (709) 729-4189;

(f) in the Northwest Territories, the Government of the Northwest Territories, Office of the Superintendent of Securities, P.O. Box 1320, Yellowknife, Northwest Territories X1A 2L9, Attention: Superintendent of Securities, Telephone: (867) 767-9305;

(g) in Nova Scotia, the Nova Scotia Securities Commission, Suite 400, 5251 Duke Street, Duke Tower, P.O. Box 458, Halifax, Nova Scotia B3J 2P8, Telephone: (902) 424-7768, toll free in Canada: 1-855-424-2499, Email: NSSCinquiries@novascotia.ca;

(h) in Nunavut, Government of Nunavut, Department of Justice, Legal Registries Division, P.O. Box 1000, Station 570, 1st Floor, Brown Building, Iqaluit, Nunavut X0A 0H0, Telephone: (867) 975-6590;

(i) in Ontario, the Inquiries Officer at the Ontario Securities Commission, 20 Queen Street West, 22nd Floor, Toronto, Ontario M5H 3S8, Telephone: (416) 593-8314, toll free in Canada: 1-877-785-1555, Email: exemptmarketfilings@osc.gov.on.ca;

(j) in Prince Edward Island, the PEI Office of the Superintendent of Securities, 95 Rochford Street, 4th Floor Shaw Building, P.O. Box 2000, Charlottetown, Prince Edward Island C1A 7N8, Telephone: (902) 368-4569;

(k) in Québec, the Autorité des marchés financiers, 800, Square Victoria, 22e étage, C.P. 246, Tour de la Bourse, Montréal, Québec H4Z 1G3, Telephone: (514) 395-0337 or (418) 525-0337, toll free in Canada 1-877-525-0337, Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers), fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers);

(l) in Saskatchewan, the Financial and Consumer Affairs Authority of Saskatchewan, Suite 601 - 1919 Saskatchewan Drive, Regina, Saskatchewan S4P 4H2, Telephone: (306) 787-5879, Email: fcaa@gov.sk.ca; and

(m) in Yukon, Office of the Superintendent of Securities, Government of Yukon, Department of Community Services, 307 Black Street, 1st Floow, P.O. Box 2703, C-6, Whitehorse, Yukon Y1A 2C6, Telephone: (867) 667-5466, Email: securities@gov.yk.ca.

11 We hereby represent, warrant, covenant and certify that we are, or any party on whose behalf we are acting is, an “accredited investor” as defined in NI 45-106 or section 73.3(1) of the *Securities Act* (Ontario) by virtue of satisfying the indicated criterion below:

Please check the category that applies:

☐ (a) Except for a Purchaser resident in Ontario, a Canadian financial institution, or a Schedule III bank.

For a purchaser resident in Ontario, a financial institution described in paragraph 1, 2 or 3 of subsection 73.1(1) of the Securities Act (Ontario).

☐ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),

☐ (c) a subsidiary of any person or company referred to in paragraphs (a) or (b) if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,

☐ (d) a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations,

(e) [omitted]

(e.1) [omitted]

☐ (f) the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada,

☐ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,

☐ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,

☐ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada,

(j) [omitted]

☐ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds CAD$5,000,000,

(k) [omitted]

(l) [omitted]

☐ (m) a person, other than an individual or investment fund, that has net assets of at least $5,000,000 as shown on its most recently prepared financial statements,

☐ (n) an investment fund that distributes or has distributed its securities only to a person that is or was an accredited investor at the time of the distribution, a person that acquires or acquired securities in the circumstances referred to in sections 2.10 of NI 45-106 [Minimum amount investment], or 2.19 of NI 45-106 [Additional investment in investment funds], or a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of NI 45-106 [Investment fund reinvestment],

☐ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt,

☐ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,

☐ (q) a person acting on behalf of a fully managed account [1] managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,

[1] A "**fully managed account**" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction.

☐ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,

☐ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) through (d) or paragraph (i) in form and function,

☐ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,

☐ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,

☐ (v) a person that is recognized or designated by the Commission as an accredited investor,

☐ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

12 We hereby represent, warrant, covenant and certify that we are, or any party on whose behalf we are acting is, a "permitted client" by virtue of the criterion indicated below,

Please check the category that applies:

☐ (a) a Canadian financial institution or a Schedule III bank;

☐ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);

☐ (c) a subsidiary of any person or company referred to in paragraph (a) or (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of the subsidiary;

☐ (d) a person or company registered under the securities legislation of a jurisdiction of Canada as an adviser, investment dealer, mutual fund dealer or exempt market dealer;

☐ (e) a pension fund that is regulated by either the Canadian federal Office of the Superintendent of Financial Institutions or a pension commission or similar regulatory authority of a jurisdiction of Canada or a wholly-owned subsidiary of such a pension fund;

☐ (f) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) through (e);

☐ (g) the Government of Canada or a jurisdiction of Canada, or any Crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada;

☐ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;

☐ (i) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;

☐ (j) a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a managed account managed by the trust company or trust corporation, as the case may be;

☐ (k) a person or company acting on behalf of a managed account managed by the person or company, if the person or company is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;

☐ (l) an investment fund if one or both of the following apply:

(i) the fund is managed by a person or company registered as an investment fund manager under the securities legislation of a jurisdiction of Canada;

(ii) the fund is advised by a person or company authorized to act as an adviser under the securities legislation of a jurisdiction of Canada;

☐ (m) in respect of a dealer, a registered charity under the *Income Tax Act* (Canada) that obtains advice on the securities to be traded from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity;

☐ (n) in respect of an adviser, a registered charity under the Income TaxAct (Canada) that is advised by an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity;

☐ (o) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds $5 million;

☐ (p) a person or company that is entirely owned by an individual or individuals referred to in paragraph (o), who holds the beneficial ownership interest in the person or company directly or through a trust, the trustee of which is a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction;

☐ (q) a person or company, other than an individual or an investment fund, that has net assets of at least C$25,000,000 as shown on its most recently prepared financial statements; or

☐ (r) a person or company that distributes securities of its own issue in Canada only to persons or companies referred to in paragraphs (a) through (r).

Exhibit 10.3

Execution Version

TRANSACTION SUPPORT AGREEMENT

This TRANSACTION SUPPORT AGREEMENT, dated as of March 31, 2021 (this "Agreement"), is by and among (a) Crynssen Pharma Group Limited, a private limited liability company registered and incorporated under the laws of Malta (the "Company"), (b) Procaps Group, S.A., a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg with 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*) ("Holdco"), (c) Union Group International Holdings Limited, a company incorporated under the laws of the British Virgin Islands ("UGI"), (d) Union Acquisition Associates II, LLC, a New York limited liability company ("UAA," and collectively with UGI, the "Sponsors"), (e) Union Acquisition Corp. II, a Cayman Islands exempted company ("SPAC"), (f) the undersigned investors in SPAC (the "Investors", and together with the Sponsors, the "SPAC Holders"), and (g) the undersigned shareholders of the Company (the "Eligible Company Shareholders"). Capitalized terms used herein shall have the respective meanings given to them in this Agreement, including Section 10 hereunder, or if not defined herein, in that certain Business Combination Agreement entered into on or about the date hereof by and among the Company, Holdco, OZLEM Limited, a Cayman Islands exempted company ("Merger Sub"), and SPAC (as amended and/or restated from time to time, the "BCA").

WHEREAS, concurrently with the entry into this Agreement, SPAC, Holdco, the Company and Merger Sub are entering into the BCA, which provides for, among other things, a business combination among SPAC, Holdco, the Company and Merger Sub pursuant to which the SPAC Ordinary Shares and SPAC Warrants shall be exchanged for Holdco Ordinary Shares and Holdco Warrants, respectively;

WHEREAS, as of the date hereof, the SPAC Holders own beneficially and of record those Founder Shares and Private Placement Warrants set forth opposite such SPAC Holder's name as set forth on Schedule A hereto;

WHEREAS, the Company, Holdco and the Company Shareholders (including the Eligible Company Shareholders) are a party to those certain Contribution and Exchange Agreements, dated as of March 31, 2021 (the "Exchange Agreements"), pursuant to which, on the terms and subject to the conditions set forth therein, the Company Shareholders will contribute their shares of Company Ordinary Shares to Holdco in exchange for Holdco Ordinary Shares and, in the case of IFC, Holdco Ordinary Shares and Holdco Redeemable Shares, with the Company becoming a wholly-owned subsidiary of Holdco following the consummation of such exchanges; and

WHEREAS, in order to induce SPAC, Holdco, the Company, Merger Sub and the Eligible Company Shareholders to enter into the BCA and the Exchange Agreements, as applicable, and consummate the Transactions, each of the SPAC Holders, Holdco, SPAC, the Eligible Company Shareholders and the Company desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein and in the BCA, the receipt and sufficiency of which is hereby acknowledged, each SPAC Holder hereby agrees, severally and not jointly, with SPAC, Holdco, the Eligible Company Shareholders and the Company as follows:

1. Sponsors Forfeited Warrants. Each of the Sponsors hereby agrees that, subject to, and conditioned upon, the occurrence of the Closing and effective as of immediately prior to the Closing, the Sponsors shall provide written notice to Continental Stock Transfer & Trust Company, as escrow agent (the "Escrow Agent") under the Share Escrow Agreement dated as of October 17, 2019 by and between SPAC and the Escrow Agent (the "Share Escrow Agreement"), in a form reasonably acceptable to the Escrow Agent and the Company, forfeiting and surrendering the number of Private Placement Warrants set forth opposite such Sponsor's name in Schedule B hereto (the "Forfeited Warrants") and the Sponsors shall cause the Escrow Agent, upon receipt of such written notice, to release the Forfeited Warrants to SPAC for cancellation. The Sponsors and SPAC shall take all reasonably necessary actions required to reflect the forfeiture and surrender of the Forfeited Warrants as of immediately prior to the Closing in the books and records of the Escrow Agent.

2. ECS Escrow Agreement. Each of the Eligible Company Shareholders and Holdco agree to take all actions necessary to cause, at the Closing, the entry into a stock escrow agreement among the Eligible Company Shareholders, Holdco and the Escrow Agent, or, if the Escrow Agent shall be unable or shall not agree to serve as escrow agent, such other bank or trust company as shall be mutually agreed by the Eligible Company Shareholders and Holdco (the Escrow Agent or such other bank or trust company being the "ECS Escrow Agent") in a form mutually agreed upon by the Eligible Company Shareholders and Holdco (the "ECS Escrow Agreement"), and pursuant to which, immediately following the Closing, on the Closing Date, the Eligible Company Shareholders shall deposit the number of Holdco Ordinary Shares set forth opposite such Eligible Company Shareholders' name in Schedule C hereto and received by such Eligible Company Shareholders pursuant to the terms of the BCA and the Exchange Agreements at Closing (the "ECS Holdco Escrow Shares"), into an escrow account maintained by the ECS Escrow Agent and held and disbursed pursuant to the terms set forth in Schedule 1 hereto and subject to the other terms and conditions of the ECS Escrow Agreement. At the Closing, the Eligible Company Shareholders shall cause Holdco to instruct Holdco's transfer agent to transfer the ECS Holdco Escrow Shares to the ECS Escrow Agent immediately following the Closing.

3. Sponsors Escrow Agreement. Each of the Sponsors and Holdco agree to take all actions necessary to cause, at the Closing, the entry into either, in the sole discretion of the Sponsors, an amendment to the Share Escrow Agreement (the "Sponsor Escrow Amendment") or an escrow agreement among the Sponsors, Holdco and the Escrow Agent, or, if the Escrow Agent shall be unable or shall not agree to serve as escrow agent, such other bank or trust company as shall be mutually agreed by the Sponsors and Holdco (the Escrow Agent or such other bank or trust company being the "Sponsor Escrow Agent") in a form mutually agreed upon by the Sponsors and Holdco (the "Sponsor Escrow Agreement"), and pursuant to which, immediately following the Closing, on the Closing Date, the Sponsors shall deposit or transfer, or cause to be deposited or transferred (i) the number of Holdco Ordinary Shares set forth opposite such Sponsors' name in Schedule D hereto and received by such Sponsor pursuant to the terms of the BCA at Closing (the "Sponsor Holdco Escrow Shares"), into an escrow account maintained by the Sponsor Escrow Agent and held and disbursed pursuant to the terms set forth in Schedule 2 hereto and subject to the other terms and conditions of the Sponsor Escrow Agreement; and (ii) the number of Holdco Warrants set forth opposite such Sponsors' name in Schedule E hereto and received by such Sponsor pursuant to the terms of the BCA at Closing (the "Sponsor Holdco Escrow Warrants"), into an escrow account maintained by the Sponsor Escrow Agent and held and disbursed pursuant to the terms set forth in Schedule 3 hereto and subject to the other terms and conditions of the Sponsor Escrow Agreement or the Sponsor Escrow Amendment, as applicable. At the Closing, the Sponsors shall cause Holdco to instruct Holdco's transfer agent to transfer the Sponsor Holdco Escrow Shares and the Sponsor Holdco Escrow Warrants to the Sponsor Escrow Agent immediately following the Closing.

4. Voting Obligations. From the date hereof until the earlier of (i) the Closing or (ii) termination of the BCA in accordance with Article X thereof (such period, the "Interim Period"), such SPAC Holder, in his, her or its capacity as a holder of Founder Shares, severally and not jointly, agrees irrevocably and unconditionally that, at each SPAC Shareholders' Meeting, at any other meeting of the SPAC Shareholders (whether annual or special and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof), in connection with any written consent of the SPAC Shareholders and in connection with any similar vote or consent of the holders of Private Placement Warrants in their capacities as such, including in each of the SPAC Proposals, such SPAC Holder shall, and shall cause any other holder of record of any of such SPAC Holder's Founder Shares to:

(a) when such meeting is held, appear at such meeting or otherwise cause the SPAC Holder's Founder Shares to be counted as present thereat for the purpose of establishing a quorum;

(b) vote (or duly and promptly execute and deliver an action by written consent), or cause to be voted at such meeting (or cause such consent to be duly and promptly executed and delivered with respect to), all of such SPAC Holder's Founder Shares he, she or it is entitled to vote at the SPAC Shareholders' Meeting in favor of each SPAC Proposal and any other matters reasonably necessary for consummation of the Transactions; and

(c) vote (or duly and promptly execute and deliver an action by written consent), or cause to be voted at such meeting (or cause such consent to be duly and promptly executed and delivered with respect to), all of such SPAC Holder's Founder Shares against any Competing SPAC Transaction and any other action that would reasonably be expected to impede, interfere with or materially delay or postpone the consummation of, or otherwise adversely affect, any of the Transactions, or result in a material breach of any representation, warranty, covenant or other obligation or agreement of SPAC, under the BCA.

The obligations of the SPAC Holders in this Section 4 shall apply whether or not the SPAC Board or other governing body or any committee, subcommittee or subgroup thereof recommends any of the SPAC Proposals and whether or not such board or other governing body, committee, subcommittee or subgroup thereof changes, withdraws, withholds, qualifies or modifies, or publicly proposes to change, withdraw, withhold, qualify or modify, the SPAC Board's recommendation to its stockholders.

5. Waiver of Certain Rights. On behalf of herself, himself, itself and its affiliates:

(a) each SPAC Holder hereby irrevocably and unconditionally agrees not to (i) demand that SPAC redeem its Founder Shares in connection with the Transactions or (ii) otherwise participate in any such redemption by tendering or submitting any of its Founder Shares for redemption; and

(b) each SPAC Holder hereby irrevocably and unconditionally (i) waives any rights for working capital loans, if any, made by it or its affiliates or on its behalf or on behalf of its affiliates to SPAC or any of its affiliates to be converted into warrants exercisable for securities of SPAC, Holdco or any of their affiliates or their successors and assigns and (ii) agrees that no such loans, if any, shall be converted into such warrants or any such other securities.

6. Reasonable Best Efforts. During the Interim Period, each SPAC Holder (i) shall, and shall cause its affiliates to, use reasonable best efforts to take, or cause to be taken, all actions to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate the Transactions on the terms and subject to the conditions set forth in the BCA and (ii) shall not, and shall cause its affiliates not to, take any action that would reasonably be expected to prevent or materially delay the satisfaction of any of the conditions to the Transactions set forth in Article IX of the BCA.

7. Transfer Restrictions.

(a) Interim Period. During the Interim Period, each SPAC Holder shall not, and shall cause any other holder of record of any of such SPAC Holder's Founder Shares not to, Transfer any Founder Shares that she, he or it Beneficially Owns without the prior written consent of Holdco; *provided*, *however*, and subject to the obligations set forth in Section 1 and Section 3, that the foregoing sentence shall not apply to the following (each, a "Permitted Transfer"):

(i) Transfers of Founder Shares or any security convertible into or exercisable or exchangeable for Founder Shares as a bona fide gift or gifts, or to a charitable organization;

(ii) Transfers of Founder Shares to a trust, or other entity formed for estate planning purposes for the primary benefit of the spouse, domestic partner, parent, sibling, child or grandchild of any Investor or any other person with whom such Investor has a relationship by blood, marriage or adoption not more remote than first cousin;

(iii) If the undersigned is an individual, Transfers by will or intestate succession upon the death of any Investor;

(iv) Transfers of Founder Shares by operation of law, such as pursuant to a qualified domestic order or in connection with a divorce settlement;

(v) in the case of any Sponsor, (A) Transfers to a corporation, partnership, limited liability company, trust, syndicate, association or other business entity that controls, is controlled by or is under common control or management with such Sponsor and (B) distributions of Founder Shares to partners, limited liability company members or equityholders who control such Sponsor;

(vi) Transfers to SPAC or the officers, directors or affiliates of SPAC or a SPAC Holder;

(vii) in the event of SPAC's liquidation;

(viii) by virtue of the laws of the jurisdiction of formation of any Sponsor or any of Sponsor's limited liability company agreement, limited partnership agreement or equivalent organizational document, upon dissolution of such Sponsor; and

(ix) the establishment of a trading plan pursuant to Rule 10b5-1 promulgated under the Exchange Act, provided that such plan does not provide for the transfer of Founder Shares or any securities convertible into or exercisable or exchangeable for Founder Shares during the Interim Period;

provided, that in the case of any Transfer or distribution pursuant to Section 7(a)(i) through Section 7(a)(viii), each donee, distributee or other transferee shall agree in writing, in form and substance reasonably satisfactory to the applicable SPAC Holder, the Company and the Holdco to be bound by the provisions of this Agreement.

(b) Notwithstanding anything to the contrary contained herein, the SPAC Holders shall not Transfer any SPAC Holder's Founder Share that would result in such SPAC Holder holding an amount of Founder Shares that is less than the Founder Shares' portion of the Forfeited Warrants.

(c) Any Transfer in violation of the provisions of this Section 7 shall be null and void *ab initio* and be of no force or effect.

(d) Any person who acquires Founder Shares pursuant to a Permitted Transfer in compliance with this Agreement shall subsequently be permitted to Transfer such Founder Shares pursuant to a Permitted Transfer made in compliance with this Agreement.

8. Private Placement Warrants Redemption. Each of Kyle P. Bransfield and Juan Sartori, each of whom is an equityholder of a Sponsor and Beneficially Owns that number of Private Placement Warrants set forth opposite his, her or its name as set forth on Schedule A hereto (the "Investor Private Placement Warrants"), agrees to, waive Section 6.4 of the SPAC Warrant Agreement concurrently with any redemption pursuant to Section 6.1 of the SPAC Warrant Agreement after the Closing by Holdco and, exercise all (but not less than all) of his, her or its Investor Private Placement Warrants in accordance with Section 3.3.1(b) of the SPAC Warrant Agreement.

9. Definitions. As used herein, the following terms shall have the respective meanings set forth below:

(a) "Beneficially Own" has the meaning given to such term under Rule 13d-3 of the Exchange Act.

(b) "Founder Shares" means each of the SPAC Ordinary Shares held by the Investors or the Sponsors.

(c) "Private Placement Warrants" means each of the SPAC Warrants held by the Investors or the Sponsors.

(d) "Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any interest owned by a person or any interest (including a beneficial interest) in, or the ownership, control or possession of, any interest owned by a person.

10. Entire Agreement; Assignment; Amendment. This Agreement and the other agreements referenced herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise) by any party without the prior express written consent of the other parties hereto. This Agreement may be amended in writing by all parties hereto by an instrument in writing signed by each of the parties hereto.

11. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12. Counterparts. This Agreement may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

13. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

14. Governing Law; Venue; Waiver of Jury Trial. Sections 11.06 and 11.07 of the BCA are incorporated herein by reference, *mutatis mutandis*.

15. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email or by registered or certified mail (postage prepaid, return receipt requested) to (a) if to SPAC or any Sponsor, the address for SPAC in accordance with the terms of Section 11.01 of the BCA, (b) if to the Company or Holdco, the address for the Company or Holdco in accordance with the terms of Section 11.01 of the BCA and (c) if to the Investors or the Eligible Company Shareholders, the address set forth in such Investor's or such Eligible Company Shareholder's signature block hereto.

16. Termination. This Agreement shall automatically terminate on the earliest of: (a) the valid termination of the BCA (in which case this Agreement shall be of no force and effect) and (b) the mutual written agreement of the parties hereof; *provided*, that no such termination shall relieve any party hereto from any liability resulting from its pre-termination breach of this Agreement.

17. Representations and Warranties. Each SPAC Holder hereby represents and warrants (severally and not jointly as to herself, himself or itself only) to SPAC, Holdco, the Eligible Company Shareholders and the Company as follows: (a) if such person is not an individual, it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, formed, organized or constituted, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within such person's corporate, limited liability company or other organizational powers and have been duly authorized by all necessary corporate, limited liability company or other organizational actions on the part of such person; (b) if such person is an individual, such person has full legal capacity, right and authority to execute and deliver this Agreement and to perform its obligations hereunder; (c) this Agreement has been duly executed and delivered by such person and, assuming due authorization, execution and delivery by the other parties to this Agreement, this Agreement constitutes a legally valid and binding obligation of such person, enforceable against such person in accordance with the terms hereof (except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies); and (d) the execution and delivery of this Agreement by such person does not, and the performance by such person of its obligations hereunder will not require any consent or approval that has not been given or other action that has not been taken by any third party, in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such person of its obligations under this Agreement.

18. Equitable Adjustments. If, and as often as, there are any changes in SPAC, Holdco, the Founder Shares, the Private Placement Warrants, the Holdco Ordinary Shares or the Holdco Warrants by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means, equitable adjustment shall be made to the provisions of this Agreement as may be required so that the rights, privileges, duties and obligations hereunder shall continue with respect to SPAC, Holdco, the Founder Shares, the Private Placement Warrants, the Holdco Ordinary Shares or the Holdco Warrants each as so changed.

19. Stop Transfer Order; Legend. Each SPAC Holder hereby authorizes SPAC and Holdco to maintain a copy of this Agreement at either the executive office or the registered office of SPAC. In furtherance of this Agreement, each SPAC Holder hereby authorizes and will instruct SPAC and Holdco, promptly after the date hereof, to enter, or cause its transfer agent to enter, a stop transfer order with respect to all of such SPAC Holder's Founder Shares with respect to any Transfer not permitted hereunder and to include the following legend on any certificates or other instruments representing (or any notice given pursuant to the laws of the Cayman Islands in respect of) such SPAC Holder's Founder Shares: "THE SHARES OF STOCK OR OTHER SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VOTING AND TRANSFER RESTRICTIONS PURSUANT TO THAT CERTAIN TRANSACTION SUPPORT AGREEMENT, DATED AS OF MARCH 31, 2021, BY AND AMONG CRYNSSEN PHARMA GROUP LIMITED, A PRIVATE LIMITED LIABILITY COMPANY REGISTERED AND INCORPORATED UNDER THE LAWS OF MALTA, PROCAPS GROUP, S.A., A PUBLIC LIMITED LIABILITY COMPANY (*SOCIÉTÉ ANONYME*) GOVERNED BY THE LAWS OF THE GRAND DUCHY OF LUXEMBOURG, UNION GROUP INTERNATIONAL HOLDINGS LIMITED, A COMPANY INCORPORATED UNDER THE LAWS OF THE BRITISH VIRGIN ISLANDS, UNION ACQUISITION ASSOCIATES II, LLC, A NEW YORK LIMITED LIABILITY COMPANY, UNION ACQUISITION CORP. II, A CAYMAN ISLANDS EXEMPTED COMPANY AND CERTAIN OTHER PERSONS PARTY THERETO. ANY TRANSFER OF SUCH SHARES OF STOCK OR OTHER SECURITIES IN VIOLATION OF THE TERMS AND PROVISIONS OF SUCH TRANSACTION SUPPORT AGREEMENT SHALL BE NULL AND VOID AB INITIO AND HAVE NO FORCE OR EFFECT WHATSOEVER."

20. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Transactions) in any court of the United States located in the State of New York without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Agreement. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security or a bond as a prerequisite to obtaining equitable relief.

21. Interpretation. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever this Agreement uses "it", "its" or derivations thereof to refer to a natural person, such references shall be deemed references to "her", "him" or "his", as applicable.

22. Updates to Schedule A; Admission of New SPAC Holders. During the Interim Period, each SPAC Holder shall promptly notify SPAC of any increase, decrease or other change in the number of Founder Shares or Private Placement Warrants held by or on behalf of such SPAC Holder (for the avoidance of doubt, each SPAC Holder acknowledges and agrees that Section 7(a) prohibits all Transfers of its Founder Shares, other than Permitted Transfers, during the Interim Period). From and after the Closing, each SPAC Holder shall promptly notify Holdco of any increase, decrease or other change in the number of Founder Shares or Private Placement Warrants held by or on behalf of such SPAC Holder, including as a result of a Transfer in compliance with this Agreement. Promptly following each such notification, SPAC or Holdco (as applicable) shall update Schedule A to reflect the applicable changes as they relate to Founder Shares or Private Placement Warrants (in the case of an Interim Period change) or Founder Shares (in the case of a post-Closing change), and provide a copy of such updated Schedule A to each of the parties hereto, and such updated Schedule A shall control for all purposes of this Agreement (unless and until it is later updated in accordance with this Section 22). Any such update to Schedule A pursuant to this Section 22 shall not be deemed an amendment to this Agreement for purposes of Section 10.

23. Termination of Existing Registration Rights Agreement. Prior to Closing, in connection with the entry into the Investor Rights and Lock-Up Agreement, SPAC shall cause to be terminated all existing registration rights agreements entered into between SPAC and any other party, including the Sponsors but not including any PIPE Investors. No parties to any such terminated registration rights agreements shall have any further rights or obligations thereunder.

24. Further Assurances. Each of the parties hereto agrees to execute and deliver hereafter any further document, agreement or instrument of assignment, transfer or conveyance as may be necessary or desirable to effectuate the purposes hereof and as may be reasonably requested in writing by another party hereto.

[Signature pages follow]

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

CRYNSSEN PHARMA GROUP LIMITED

By /s/ Ruben Minski
Name: Ruben Minski
Title: Director

PROCAPS GROUP, S.A.

By /s/ Ruben Minski
Name: Ruben Minski
Title: Director

UNION GROUP INTERNATIONAL HOLDINGS LIMITED

By /s/ Juan Sartori
Name: Juan Sartori
Title: Chairman

UNION ACQUISITION ASSOCIATES II, LLC

By /s/ Daniel W. Fink
Name: Daniel W. Fink
Title: Managing Member

UNION ACQUISITION CORP. II

By /s/ Kyle P. Bransfield
Name: Kyle P. Bransfield
Title: Chief Executive Officer

INVESTORS

/s/ Juan Sartori

Name: Juan Sartori

/s/ Kyle P. Bransfield

Name: Kyle P. Bransfield

PENSCO Trust Company for Kyle P. Bransfield as beneficiary

/s/ Kyle P. Bransfield

Name: Kyle P. Bransfield
Title: Beneficiary

[Signature Page to Transaction Support Agreement]

ELIGIBLE COMPANY SHAREHOLDER

Deseja Trust

By: Commonwealth Trust Company, solely in its capacity as Trustee, and not in its individual capacity

Name: /s/ James A. Horty, III
Title: V.P.
Address: 29 Bancroft Mills Rd.,
Wilmington, DE 19806

Simphony Trust

By: Commonwealth Trust Company, solely in its capacity as Trustee, and not in its individual capacity

Name: /s/ James A. Horty, III
Title: V.P.
Address: 29 Bancroft Mills Rd.,
Wilmington, DE 19806

Sognatore Trust

By: Caoton Company, S.A., as Trustee

Name: /s/ Geoffrey Peter Cone
Title: Director
Address: Uruguay

SCHEDULE A

SPAC Holder	Founder Shares	Private Placement Warrants
Union Acquisition Associates II, LLC	2,352,500(1)	3,125,000
Union Group International Holdings Ltd	2,352,500(2)	3,125,000
PENSCO Trust Company for Kyle P. Bransfield as beneficiary	150,000	0
Juan Sartori(3)	2,352,500	3,125,000
Kyle P. Bransfield(4)	2,502,500	3,125,000

(1) Includes 5,000 Founder Shares that will be transferred prior to Closing as agreed between SPAC and Holdco.
(2) Includes 5,000 Founder Shares that will be transferred prior to Closing as agreed between SPAC and Holdco.
(3) Represents shares held by Union Group International Holdings Limited, an entity controlled by Juan Sartori.
(4) Includes shares held by Union Acquisition Associates II, LLC, an entity controlled by Kyle P. Bransfield, and PENSCO Trust Company, which holds shares for Kyle P. Bransfield as beneficiary.

SCHEDULE B

Sponsors	Private Placement Warrants Forfeited
Union Acquisition Associates II, LLC	1,437,500
Union Group International Holdings Ltd	1,437,500
Total	**2,875,000**

SCHEDULE C

Eligible Company Shareholders	Holdco Ordinary Shares
Simphony Trust	2,794,372
Deseja Trust	2,794,372
Sognatore Trust	4,875,868
Total	**10,464,612**

SCHEDULE D

Sponsors	Holdco Ordinary Shares
Union Acquisition Associates II, LLC	625,000
Union Group International Holdings Ltd	625,000
Total	**1,250,000**

SCHEDULE E

Sponsors	Holdco Warrants
Union Acquisition Associates II, LLC	1,437,500
Union Group International Holdings Ltd	1,437,500
Total	**2,875,000**

SCHEDULE 1

Release and Distribution of ECS Holdco Escrow Shares

The ECS Holdco Escrow Shares to be deposited into the escrow account of the ECS Escrow Agent pursuant to the terms of this Transaction Support Agreement (the "Agreement") shall be held by the ECS Escrow Agent and disbursed in accordance with this Schedule 1, which shall be reflected in the ECS Escrow Agreement. Capitalized terms used in this Schedule 1 of the Agreement shall have the respective meanings given to them in the Agreement, including in any other of its Schedules, or if not defined thereunder, in this Schedule 1 of the Agreement.

1. First Level Release Target. The ECS Escrow Agent shall hold 5,232,306 ECS Holdco Escrow Shares (the "First Level ECS Escrow Shares") until the earlier to occur of (a) the date on which the closing price of the Holdco Ordinary Shares on the Nasdaq Stock Market equals or exceeds $12.50 per Holdco Ordinary Share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-day trading period (the "First Level Release Target"), or (b) the date that is the tenth (10th) anniversary of the Closing (the "Ten Year Expiration Date").

2. Second Level Release Target. The ECS Escrow Agent shall hold 5,232,306 ECS Holdco Escrow Shares (the "Second Level ECS Escrow Shares") until the earlier to occur of (a) the date on which the closing price of the Holdco Ordinary Shares on the Nasdaq Stock Market equals or exceeds $13.00 per Holdco Ordinary Share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-day trading period (the "Second Level Release Target"), or (b) the Ten Year Expiration Date.

3. Disbursement of First Level ECS Escrow Shares. If the First Level Release Target is achieved before the Ten Year Expiration Date, then within three (3) business days thereafter the ECS Escrow Agent shall (subject to costumery escrow notification provisions) release the First Level ECS Escrow Shares as follows:

Eligible Company Shareholder	First Level ECS Escrow Shares
Simphony Trust	1,397,186
Deseja Trust	1,397,186
Sognatore Trust	2,437,934

4. Disbursement of Second Level ECS Escrow Shares. If the Second Level Release Target is achieved before the Ten Year Expiration Date, then within three (3) business days thereafter the ECS Escrow Agent shall (subject to costumery escrow notification provisions) release the Second Level ECS Escrow Shares as follows:

Eligible Company Shareholder	Second Level ECS Escrow Shares
Simphony Trust	1,397,186
Deseja Trust	1,397,186
Sognatore Trust	2,437,934

5. Automatic Release. Notwithstanding the terms set forth above, if after the Closing Date, Holdco shall consummate a liquidation, merger, stock exchange or other similar transaction which results in all of the holders having the right to exchange their Holdco Ordinary Shares for cash, securities or other property, then the ECS Escrow Agent shall (subject to customary escrow notification provisions) promptly release all the ECS Holdco Escrow Shares to the Eligible Company Shareholders in accordance with the terms set forth in Sections 3 and 4 of this Schedule 1.

6. Cancellation. On the Ten Year Expiration Date, any ECS Holdco Escrow Shares that, in accordance with the terms of Sections 3, 4 and 5 of this Schedule 1, have not been released and remain in escrow, shall be released by the ECS Escrow Agent to Holdco for cancellation.

7. Voting Rights. As long as the ECS Holdco Escrow Shares are held in escrow pursuant to the terms of the ECS Escrow Agreement, the Eligible Company Shareholders shall retain all of their voting rights as shareholders of Holdco with respect to the ECS Holdco Escrow Shares.

8. Dividends and Other Distributions. As long as the ECS Holdco Escrow Shares are held in escrow pursuant to the terms of the ECS Escrow Agreement, all dividends payable, whether in cash, stock or other non-cash property with respect to the ECS Holdco Escrow Shares shall be delivered to the ECS Escrow Agent to hold and distribute in the same manner as the ECS Holdco Escrow Shares shall be held and distributed pursuant to this Schedule 1 and the Agreement.

SCHEDULE 2

Release and Distribution of Sponsor Holdco Escrow Shares

The Sponsor Holdco Escrow Shares to be deposited into the escrow account of the Sponsor Escrow Agent pursuant to the terms of this Transaction Support Agreement (the "Agreement") shall be held by the Sponsor Escrow Agent and disbursed in accordance with this Schedule 2 (subject to any other applicable lock-up), which shall be reflected in the Sponsor Escrow Agreement or Sponsor Escrow Amendment, as applicable. Capitalized terms used in this Schedule 2 of the Agreement shall have the respective meanings given to them in the Agreement, including in any other of its Schedules, or if not defined thereunder, in this Schedule 2 of the Agreement.

1. First Level Release Target. The Sponsor Escrow Agent shall hold 625,000 Sponsor Holdco Escrow Shares (the "First Level Sponsor Escrow Shares") until the earlier to occur of (a) the First Level Release Target, or (b) Ten Year Expiration Date.

2. Second Level Release Target. The Sponsor Escrow Agent shall hold 625,000 Sponsor Holdco Escrow Shares (the "Second Level Sponsor Escrow Shares") until the earlier to occur of (a) the Second Level Release Target, or (b) the Ten Year Expiration Date.

3. Disbursement of First Level Sponsor Escrow Shares. If the First Level Release Target is achieved before the Ten Year Expiration Date, then within three (3) business days thereafter the Sponsor Escrow Agent shall (subject to costumery escrow notification provisions) release the First Level Sponsor Escrow Shares as follows:

Sponsor	First Level Sponsor Escrow Shares
Union Acquisition Associates II, LLC	312,500
Union Group International Holdings Ltd	312,500

4. Disbursement of Second Level Sponsor Escrow Shares. If the Second Level Release Target is achieved before the Ten Year Expiration Date, then within three (3) business days thereafter the Sponsor Escrow Agent shall (subject to costumery escrow notification provisions) release the Second Level Sponsor Escrow Shares as follows:

Sponsor	Second Level Sponsor Escrow Shares
Union Acquisition Associates II, LLC	312,500
Union Group International Holdings Ltd	312,500

5. Automatic Release. Notwithstanding the terms set forth above, if after the Closing Date, Holdco shall consummate a liquidation, merger, stock exchange or other similar transaction which results in all of the holders having the right to exchange their Holdco Ordinary Shares for cash, securities or other property, then the Sponsor Escrow Agent shall (subject to customary escrow notification provisions) promptly release all the Sponsor Holdco Escrow Shares to the Sponsors in accordance with the terms set forth in Sections 3 and 4 of this Schedule 2.

6. Cancellation. On the Ten Year Expiration Date, any Sponsor Holdco Escrow Shares that, in accordance with the terms of Sections 3, 4 and 5 of this Schedule 2, have not been released and remain in escrow, shall be released by the Sponsor Escrow Agent to Holdco for cancellation.

7. Voting Rights. As long as the Sponsor Holdco Escrow Shares are held in escrow pursuant to the terms of the Sponsor Escrow Agreement or Sponsor Escrow Amendment, as applicable, the Sponsors shall retain all of their voting rights as shareholders of Holdco with respect to the Sponsor Holdco Escrow Shares.

8. Dividends and Other Distributions. As long as the Sponsor Holdco Escrow Shares are held in escrow pursuant to the terms of the Sponsor Escrow Agreement or Sponsor Escrow Amendment, as applicable, all dividends payable, whether in cash, stock or other non-cash property with respect to the Sponsor Holdco Escrow Shares shall be delivered to the Sponsor Escrow Agent to hold and distribute in the same manner as the Sponsor Holdco Escrow Shares shall be held and distributed pursuant to this Schedule 2 and the Agreement.

SCHEDULE 3

Release and Distribution of Holdco Escrow Warrants

The Sponsor Holdco Escrow Warrants to be deposited into the escrow account of the Sponsor Escrow Agent pursuant to the terms of this Transaction Support Agreement (the "Agreement") shall be held by the Sponsor Escrow Agent and disbursed in accordance with this Schedule 3 (subject to any other applicable lock-up), which shall be reflected in the Sponsor Escrow Agreement or Sponsor Escrow Amendment, as applicable. Capitalized terms used in this Schedule 3 of the Agreement shall have the respective meanings given to them in the Agreement, including in any other of its Schedules, or if not defined thereunder, in this Schedule 3 of the Agreement.

1. First Level Release Target. The Sponsor Escrow Agent shall hold 1,437,500 Sponsor Holdco Escrow Warrants (the "First Level Sponsor Escrow Warrants") until the earlier to occur of (a) the First Level Release Target, or (b) the date that is the fifth (5th) anniversary of the Closing (the "Five Year Expiration Date").

2. Second Level Release Target. The Sponsor Escrow Agent shall hold 1,437,500 Sponsor Holdco Escrow Warrants (the "Second Level Sponsor Escrow Warrants") until the earlier to occur of (a) the Second Level Release Target, or (b) the Five Year Expiration Date.

3. Disbursement of First Level Sponsor Escrow Warrants. If the First Level Release Target is achieved before the Five Year Expiration Date, then within three (3) business days thereafter the Sponsor Escrow Agent shall (subject to costumery escrow notification provisions) release the First Level Sponsor Escrow Warrants as follows:

Sponsor	First Level Sponsor Escrow Warrants
Union Acquisition Associates II, LLC	718,750
Union Group International Holdings Ltd	718,750

4. Disbursement of Second Level Sponsor Escrow Warrants. If the Second Level Release Target is achieved before the Five Year Expiration Date, then within three (3) business days thereafter the Sponsor Escrow Agent shall (subject to costumery escrow notification provisions) release the Second Level Sponsor Escrow Warrants as follows:

Sponsor	Second Level Sponsor Escrow Warrants
Union Acquisition Associates II, LLC	718,750
Union Group International Holdings Ltd	718,750

5. Automatic Release. Notwithstanding the terms set forth above, if after the Closing Date, Holdco shall consummate a liquidation, merger, stock exchange or other similar transaction which results in all of the holders having the right to exchange their Holdco Warrants for cash, securities or other property, then the Sponsor Escrow Agent shall (subject to customary escrow notification provisions) promptly release all the Sponsor Holdco Escrow Warrants to the Sponsors in accordance with the terms set forth in Sections 3 and 4 of this Schedule 3.

6. Cancellation. On the Five Year Expiration Date, any Sponsor Holdco Escrow Warrants that, in accordance with the terms of Sections 3, 4 and 5 of this Schedule 3, have not been released and remain in escrow, shall be released by the Sponsor Escrow Agent to Holdco for cancellation.

Exhibit 10.4

FORM OF REGISTRATION RIGHTS AND LOCK-UP AGREEMENT

THIS REGISTRATION RIGHTS AND LOCK-UP AGREEMENT (this "***Agreement***"), dated as of _____ 2021, is made and entered into by and among Procaps Group, S.A., a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) (the "***Company***"), Union Group International Holdings Limited and Union Acquisition Associates II, LLC (collectively, the "***Founders***" and each, a "***Founder***"), each of the persons and entities listed on Exhibit A hereto (each, a "***Union II Holder***"), each of the persons and entities listed on Exhibit B hereto (each, a "***Procaps Holder***" and, collectively with each Founder and Union II Holder and any other person or entity who hereafter becomes a party to this Agreement, each a "***Holder***" and collectively the "***Holders***").

RECITALS

WHEREAS, the Company is party to that certain Business Combination Agreement, dated as of March 31, 2021 (the "***BCA***"), by and among the Company, Union Acquisition Corp. II, a Cayman Island exempted company ("***Union II***"), Crynssen Pharma Group Limited, a private limited liability company registered and incorporated under the laws of Malta ("***Procaps***") and OZLEM Limited, an exempted company incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of the Company ("***Merger Sub***"), pursuant to which, among other things, on or about the date hereof, Merger Sub will merge with and into Union II (with Union II being the surviving entity and a wholly-owned subsidiary of the Company) in exchange for Union II's shareholders receiving ordinary shares of the Company (the "***Ordinary Shares***");

WHEREAS, the Company is a party to those certain Contribution and Exchange Agreements, dated as of March 31, 2021 by and among the Company, Procaps and each of the Procaps Holders (the "***Contribution and Exchange Agreements***"), pursuant to which, on the terms and subject to the conditions set forth therein, the Procaps Holders will contribute their shares of Procaps to the Company in exchange for Ordinary Shares and, in the case of IFC (as defined below), Ordinary Shares and redeemable B shares of the Company, with Procaps becoming a wholly-owned subsidiary of the Company following the consummation of such exchanges;

WHEREAS, the Founders and Union II are parties to that certain Registration Rights Agreement, dated as of October 17, 2019 (the "***Prior Agreement***"), which Prior Agreement will terminate with respect to the Founders and the other parties thereto upon execution and delivery of this Agreement;

WHEREAS, the Founders are acquiring Ordinary Shares (including the Ordinary Shares issued or issuable upon the exercise of any other equity security issued to a Founder pursuant to the terms of the BCA, including the private placement warrants of Union II) on or about the date hereof pursuant to the BCA;

WHEREAS, each Union II Holder is acquiring Ordinary Shares (including the Ordinary Shares issued or issuable upon the exercise of any other equity security issued to a Union II Holder pursuant to the terms of the BCA, including the private placement warrants of Union II) on or about the date hereof pursuant to the BCA; and

WHEREAS, in connection with the transactions contemplated by the BCA and the Contribution and Exchange Agreements, the Company and the Holders desire to enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement.

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

ARTICLE I
DEFINITIONS

1.1 Definitions. The terms defined in this *Article I* shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or Chief Financial Officer of the Company, after consultation with counsel to the Company, (a) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any Misstatement, (b) would not be required to be made at such time if the Registration Statement were not being filed, and (c) the Company has a bona fide business purpose for not making such information public.

"***Affiliate***" shall mean, with respect to a specified Person, each other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified; provided that no Holder shall be deemed an Affiliate of any other Holder solely by reason of an investment in, or holding of Ordinary Shares (or securities convertible or exchangeable for share of Ordinary Shares) of, the Company. As used in this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities or by contract or other agreement).

"***Agreement***" shall have the meaning given in the Preamble.

"***Aggregate Blocking Period***" shall have the meaning given in Section 2.4.

"***Alternative Lock-Up Ordinary Shares***" means, with respect to each Procaps Holder other than the IFC, the number of Ordinary Shares set forth opposite such Procaps Holder's name in Exhibit C attached hereto.

"***Alternative Lock-Up Period***" shall have the meaning given in subsection 5.1.3.

"***Board***" shall mean the Board of Directors of the Company.

"BCA" shall have the meaning given in the Recitals hereto.

"***Change in Control***" shall mean the transfer (whether by tender offer, merger, share purchase, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of outstanding voting securities of the Company (or surviving entity) or would otherwise have the power to control the board of directors of the Company or to direct the operations of the Company.

"***Claims***" shall have the meaning given in subsection 4.1.1.

"***Closing Date***" shall mean the date of this Agreement.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Company***" shall have the meaning given in the Preamble.

"***Company Shelf Takedown Notice***" shall have the meaning given in subsection 2.1.3.

"Contribution and Exchange Agreements" shall have the meaning given in the Recitals hereto.

"***Demand Registration***" shall have the meaning given in subsection 2.2.1.

"***DR Demanding Holders***" shall mean the applicable Holders having the right to make, and actually making, a written demand for the Registration of Registrable Securities pursuant to subsection 2.2.1.

"***DR Requesting Holder***" shall have the meaning given in subsection 2.2.1.

"***Effectiveness Deadline***" shall have the meaning given in subsection 2.1.1.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Form F-1 Shelf***" shall have the meaning given in subsection 2.1.1.

"***Form F-3 Shelf***" shall have the meaning given in subsection 2.1.2.

"***Founder***" shall have the meaning given in the Preamble hereto.

"***Holders***" shall have the meaning given in the Preamble hereto.

"***IFC***" shall mean the International Finance Corporation, an international organization established by Articles of Agreement among its member countries.

"***Maximum Number of Securities***" shall have the meaning given in subsection 2.2.4.

"***Minimum Amount***" shall have the meaning given in subsection 2.1.3.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of any Prospectus and any preliminary Prospectus, in the light of the circumstances under which they were made) not misleading.

"Ordinary Shares" shall mean the ordinary shares of the Company.

"***Permitted Transferees***" shall mean a person or entity to whom the Holders are permitted to Transfer such Registrable Securities prior to the expiration of the (a) SPAC Holder Lock-Up Period, with respect to the SPAC Holder Lock-Up Ordinary Shares owned by the Founders and Union II Holders, (b) Procaps Holder Lock-Up Period, with respect to the Ordinary Shares owned by the Procaps Holders (excluding the Alternative Lock-Up Ordinary Shares) or, (c) Alternative Lock-Up Period, with respect to the Alternative Lock-Up Ordinary Shares owned by certain Procaps Holders, pursuant to Section 5.2 of this Agreement (with respect to the Procaps Holder Lock-Up Period and the Alternative Lock-Up Period) and Section 5.3 of this Agreement (with respect to the SPAC Holder Lock-Up Period) and any other applicable agreement between the Holders and/or the Company, and to any transferee thereafter.

"***Piggyback Registration***" shall have the meaning given in subsection 2.3.1.

"***Prior Agreement***" shall have the meaning given in the Recitals hereto.

"Procaps" shall have the meaning given in the Recitals hereto.

"Procaps Holder" shall have the meaning given in the Preamble hereto.

"***Procaps Holder Lock-Up Period***" shall have the meaning given in subsection 5.1.2.

"***Pro Rata***" shall have the meaning given in subsection 2.2.4.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) any Ordinary Shares issued to a Holder pursuant to the terms of the BCA (including the Ordinary Shares issued or issuable upon the exercise of any other equity security issued to a Holder pursuant to the terms of the BCA), and (b) any other equity security of the Company issued or issuable with respect to any such Ordinary Share referred to in the foregoing clause (a) by way of a share dividend or share split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (ii) such securities shall have been otherwise transferred, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iii) such securities shall have ceased to be outstanding; (iv) such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) (but with no volume or other restrictions or limitations); or (v) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"***Registration Expenses***" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(a) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Ordinary Shares are then listed;

(b) fees and expenses of compliance with securities or blue-sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(c) printing, messenger, telephone, delivery and road show or other marketing expenses;

(d) reasonable fees and disbursements of counsel for the Company;

(e) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(f) reasonable fees and expenses of one (1) legal counsel selected by (i) the majority-in-interest of the DR Demanding Holders initiating a Demand Registration, (ii) the majority-in-interest of the SUO Demanding Holders initiating a Shelf Underwritten Offering, or (iii) the majority-in-interest of participating Holders under Section 2.3 if the Registration was initiated by the Company for its own account or that of a Company shareholder other than pursuant to rights under this Agreement, in each case to be registered for offer and sale in the applicable Registration.

"***Registration Statement***" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Shelf Takedown Notice***" shall have the meaning given in subsection 2.1.3.

"***Shelf Underwritten Offering***" shall have the meaning given in subsection 2.1.3.

"***SPAC Holder Lock-Up Period***" shall have the meaning given in subsection 5.1.1.

"***SPAC Holder Lock-Up Ordinary Shares***" shall mean, with respect to each of the Founders and the Union II Holders, the number of Ordinary Shares set forth opposite such Holder's name in Exhibit D attached hereto.

"***Subscription Agreements***" shall mean those certain subscription agreements dated March 31, 2021 by and between Union II and certain subscribers to purchase ordinary shares of Union II, par value $0.0001 per share.

"***SUO Demanding Holders***" shall mean the applicable Holders having the right to make, and actually making, a written demand for a Shelf Underwritten Offering of Registrable Securities pursuant to subsection 2.1.3.

"***SUO Requesting Holder***" shall have the meaning given in subsection 2.1.3.

"Transfer" shall mean to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any interest owned by a person or any interest (including a beneficial interest) in, or the ownership, control or possession of, any interest owned by a person.

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Registration***" or "***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"Union II" shall have the meaning given in the Recitals hereto.

"Union II Holder" shall have the meaning given in the Preamble hereto.

ARTICLE II
REGISTRATIONS

2.1 Shelf Registration.

2.1.1 The Company shall, as soon as practicable, but in any event within thirty (30) days after the Closing Date, file a Registration Statement under the Securities Act to permit the public resale of all the Registrable Securities held by the Holders from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) on the terms and conditions specified in this subsection 2.1.1 and shall use its reasonable best efforts to cause such Registration Statement to be declared effective as soon as practicable after the filing thereof, but in no event later than sixty (60) calendar days following the filing deadline (the "***Effectiveness Deadline***"); provided that the Effectiveness Deadline shall be extended to ninety (90) calendar days after the filing deadline if the Registration Statement is reviewed by, and receives comments from, the Commission. The Registration Statement filed with the Commission pursuant to this subsection 2.1.1 shall be on a shelf registration statement on Form F-1 (a "***Form F-1 Shelf***") or such other form of registration statement as is then available to effect a registration for resale of such Registrable Securities, covering such Registrable Securities, and shall contain a Prospectus in such form as to permit any Holder to sell such Registrable Securities pursuant to Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) at any time beginning on the effective date for such Registration Statement. A Registration Statement filed pursuant to this subsection 2.1.1 shall provide for the resale pursuant to any method or combination of methods legally available to, and requested by, the Holders. The Company shall use its reasonable best efforts to cause a Registration Statement filed pursuant to this subsection 2.1.1 to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available (including to use its reasonable best efforts to add Registrable Securities held by Permitted Transferees) or, if not available, that another Registration Statement is available, for the resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities. As soon as practicable following the effective date of a Registration Statement filed pursuant to this subsection 2.1.1, but in any event within five (5) business days of such date, the Company shall notify the Holders of the effectiveness of such Registration Statement. When effective, a Registration Statement filed pursuant to this subsection 2.1.1 (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any Prospectus contained in such Registration Statement, in the light of the circumstances under which such statement is made).

2.1.2 The Company shall use its reasonable best efforts to convert the Form F-1 Shelf filed pursuant to subsection 2.1.1 to a shelf registration statement on Form F-3 (a "***Form F-3 Shelf***") as promptly as practicable after the Company is eligible to use a Form F-3 Shelf and have the Form F-3 Shelf declared effective as promptly as practicable and to cause such Form F-3 Shelf to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available or, if not available, that another Registration Statement is available, for the resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities.

2.1.3 At any time and from time to time following the effectiveness of the shelf registration statement required by subsection 2.1.1 or subsection 2.1.2, any Holder may request to sell all or a portion of their Registrable Securities in an underwritten offering that is registered pursuant to such shelf registration statement (a "***Shelf Underwritten Offering***") provided that such Holder(s) reasonably expects to sell Registrable Securities yielding aggregate gross proceeds in excess of $10,000,000 from such Shelf Underwritten Offering (such amount of Registrable Securities, as applicable, the "***Minimum Amount***"). All requests for a Shelf Underwritten Offering shall be made by giving written notice to the Company (the "***Shelf Takedown Notice***"). Each Shelf Takedown Notice shall specify the approximate number of Registrable Securities proposed to be sold in the Shelf Underwritten Offering and the expected price range (net of underwriting discounts and commissions) of such Shelf Underwritten Offering. Within five (5) business days after receipt of any Shelf Takedown Notice, the Company shall give written notice of such requested Shelf Underwritten Offering to all other Holders of Registrable Securities (the "***Company Shelf Takedown Notice***") and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Shelf Underwritten Offering (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Shelf Underwritten Offering, a "***SUO Requesting Holder***") shall so notify the Company of its intent to participate in such Shelf Underwritten Offering, in writing, within five (5) business days after the receipt by such Holder of the Company Shelf Takedown Notice. Upon receipt by the Company of any such written notification from a SUO Requesting Holder(s) to the Company, subject to the provisions of subsection 2.2.4, the Company shall include in such Shelf Underwritten Offering all Registrable Securities of such SUO Requesting Holder(s). The Company shall enter into an underwriting agreement in customary form for such Shelf Underwritten Offering by the Company with the managing Underwriter or Underwriters selected by the Holders after consultation with the Company and shall take all such other reasonable actions as are requested by the managing Underwriter or Underwriters in order to expedite or facilitate the disposition of such Registrable Securities. In connection with any Shelf Underwritten Offering contemplated by this subsection 2.1.3, subject to Section 3.3 and *Article IV,* the underwriting agreement into which each Holder and the Company shall enter shall contain representations, covenants, indemnities and other rights and obligations in customary form for such Shelf Underwritten Offering by the Company. Any Shelf Underwritten Offering effected pursuant to this subsection 2.1.3 shall be counted as a Registration for purposes of the limit on the number of Registrations that can be effected under Section 2.2 hereof.

2.2 Demand Registration.

2.2.1 Request for Registration. Subject to the provisions of subsection 2.2.5 and Sections 2.4 and 3.4 hereof and provided that the Company does not have an effective Registration Statement pursuant to subsection 2.1.1 covering Registrable Securities, (a) the Founders and Union II Holders that hold at least a majority in interest of the then-outstanding number of Registrable Securities held by the Founders and Union II Holders, (b) the Procaps Holders (excluding IFC) that hold at least a majority in interest of the then-outstanding number of Registrable Securities held by the Procaps Holders (without taking into account the Registrable Securities held by IFC or its Permitted Transferees) and (c) IFC, may make a written demand for Registration of all or part of their Registrable Securities on (i) Form F-1, or such other form of registration statement as is then available to effect a registration for resale of such Registrable Securities, covering such Registrable Securities or (ii) if available, Form F-3, which in the case of either clause (i) or (ii), may be a shelf registration statement filed pursuant to Rule 415 under the Securities Act, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "***Demand Registration***"). The Company shall, promptly following the Company's receipt of a Demand Registration, notify, in writing all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "***DR Requesting Holder***") shall so notify the Company, in writing, within five (5) business days after the receipt by the Holder of the notice from the Company. For the avoidance of doubt, to the extent a DR Requesting Holder also separately possesses Demand Registration rights pursuant to this Section 2.2, but is not the Holder who exercises such Demand Registration rights, the exercise by such DR Requesting Holder of its rights pursuant to the foregoing sentence shall not count as the exercise by it of one of its Demand Registration rights. Upon receipt by the Company of any such written notification from a DR Requesting Holder(s) to the Company, subject to subsection 2.2.4 below, such DR Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, but not more than forty five (45) days immediately after the Company's receipt of the Demand Registration, the Registration of all Registrable Securities requested by the DR Demanding Holders and DR Requesting Holders pursuant to such Demand Registration. The Company shall not be obligated to effect more than (a) an aggregate of three (3) Registrations pursuant to a Demand Registration or a Shelf Underwritten Offering initiated by the Founders and/or the Union II Holders, and (b) an aggregate of three (3) Registrations pursuant to a Demand Registration or a Shelf Underwritten Offering initiated by the Procaps Holders, in each case under subsection 2.1.3 or this subsection 2.2.1 with respect to any or all Registrable Securities; provided, however, that a Registration shall not be counted for such purposes unless a Registration Statement that may be available at such time has become effective and all of the Registrable Securities requested by the DR Demanding Holders and the DR Requesting Holders (or in the case of a Shelf Underwritten Offering, the SOU Demanding Holders and the SOU Requesting Holders) to be registered on behalf of the DR Demanding Holders and the DR Requesting Holders (or in the case of a Shelf Underwritten Offering, the SOU Demanding Holders and the SOU Requesting Holders) in such Registration have been sold, in accordance with Section 3.1 of this Agreement.

2.2.2 Effective Registration. Notwithstanding the provisions of subsection 2.2.1 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (a) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and (b) the Company has complied with all of its obligations under this Agreement with respect thereto; provided, further, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency, the Registration Statement with respect to such Registration shall be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the DR Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing, but in no event later than five (5) days after the removal, rescission or other termination of such stop order or injunction, of such election; provided, further, that the Company shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration by the same DR Demand Holder becomes effective or is subsequently terminated.

2.2.3 Underwritten Offering. Subject to the provisions of subsection 2.2.4 and Sections 2.4 and 3.4 hereof, if a majority-in-interest of the DR Demanding Holders so advise the Company as part of their Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Offering, then the right of such DR Demanding Holder or DR Requesting Holder (if any) to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in such Underwritten Offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.3, subject to Section 3.3 and *Article IV*, shall enter into an underwriting agreement in customary form with the Company and the Underwriter(s) selected for such Underwritten Offering by the majority-in-interest of the DR Demanding Holders initiating the Demand Registration.

2.2.4 Reduction of Underwritten Offering. In the event of a Demand Registration that is to be an Underwritten Offering or a Shelf Underwritten Offering, and if the managing Underwriter or Underwriters, in good faith, advises the Company and, in the case of a Demand Registration, the DR Demanding Holders and the DR Requesting Holders (if any) (or in the case of a Shelf Underwritten Offering, the SOU Demanding Holders and the SOU Requesting Holders (if any)), in writing that, in its opinion, the dollar amount or number of Registrable Securities that the DR Demanding Holders and the DR Requesting Holders (if any) (or in the case of a Shelf Underwritten Offering, the SOU Demanding Holders and the SOU Requesting Holders (if any)) desire to sell, taken together with all other Ordinary Shares or other equity securities that the Company desires to sell for its own account and the Ordinary Shares, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in such Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering, as follows: (a) first, the Registrable Securities of the DR Demanding Holders and the DR Requesting Holders (if any) (or in the case of a Shelf Underwritten Offering, the SOU Demanding Holders and the SOU Requesting Holders (if any)) (pro rata based on the respective number of Registrable Securities that each DR Demanding Holder and DR Requesting Holder (if any) (or in the case of a Shelf Underwritten Offering, the SOU Demanding Holders and the SOU Requesting Holders (if any)) has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the DR Demanding Holders and DR Requesting Holders (or in the case of a Shelf Underwritten Offering, the SOU Demanding Holders and the SOU Requesting Holders) have requested be included in such Underwritten Registration (such proportion is referred to herein as "***Pro Rata***")) that can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Ordinary Shares or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; and (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Ordinary Shares or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

2.2.5 Demand Registration Withdrawal. A DR Demanding Holder or a DR Requesting Holder in the case of a Demand Registration (or a SOU Demanding Holder or a SOU Requesting Holder in the case of a Shelf Underwritten Offering) shall have the right to withdraw all or a portion of its Registrable Securities included in a Demand Registration pursuant to subsection 2.2.1 or a Shelf Underwritten Offering pursuant to subsection 2.1.3 for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of its intention to so withdraw at any time prior to (a) in the case of a Demand Registration not involving an Underwritten Offering or a Shelf Underwritten Offering, the effectiveness of the applicable Registration Statement or (b) in the case of any Demand Registration involving an Underwritten Offering or any Shelf Underwritten Offering, prior to the pricing of such Underwritten Offering or Shelf Underwritten Offering; provided, however, that upon withdrawal by a majority-in-interest of the DR Demanding Holders initiating a Demand Registration (or in the case of a Shelf Underwritten Offering, withdrawal of an amount of Registrable Securities included by the Holders in such Shelf Underwritten Offering, in their capacity as SOU Demanding Holders, being less than the Minimum Amount), the Company shall cease all efforts to secure effectiveness of the applicable Registration Statement or complete the Underwritten Offering, as applicable. The Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to a Demand Registration or a Shelf Underwritten Offering prior to and including its withdrawal under this subsection 2.2.5; provided, that upon withdrawal by a majority-in-interest of the DR Demanding Holders initiating a Demand Registration (or in the case of a Shelf Underwritten Offering, withdrawal of an amount of Registrable Securities included by the Holders in such Shelf Underwritten Offering, in their capacity as SOU Demanding Holders, being less than the Minimum Amount), such Registration shall be counted towards the limit on Registrations set forth in subsection 2.2.1.

2.3 Piggyback Registration.

2.3.1 Piggyback Rights. If the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company, other than a Registration Statement (a) filed in connection with any employee share option or other benefit plan, (b) for an exchange offer or offering of securities solely to the Company's existing shareholders, (c) for an offering of debt that is convertible into equity securities of the Company, (d) for a dividend reinvestment plan, (e) filed pursuant to subsection 2.1.1, (f) filed pursuant to Section 2.2, or (g) filed in connection with any business combination or acquisition involving the Company, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than twenty (20) days before the anticipated filing date of such Registration Statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution (including whether such registration will be pursuant to a shelf registration statement), and the proposed price and name of the proposed managing Underwriter or Underwriters, if any, in such offering, (B) describe such Holders' rights under this Section 2.3 and (C) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within ten (10) days after receipt of such written notice (such Registration a "***Piggyback Registration***"). The Company shall, in good faith, cause such Registrable Securities identified in a Holder's response noticed described in the foregoing sentence to be included in such Piggyback Registration and shall use its reasonable best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering, if any, to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.3.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company or Company shareholder(s) for whose account the Registration Statement is to be filed included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.3.1, subject to Section 3.3 and *Article IV*, shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company or Company shareholder(s) for whose account the Registration Statement is to be filed. For purposes of this Section 2.3, the filing by the Company of an automatic shelf registration statement for offerings pursuant to Rule 415(a) that omits information with respect to any specific offering pursuant to Rule 430B shall not trigger any notification or participation rights hereunder until such time as the Company amends or supplements such Registration Statement to include information with respect to a specific offering of Registrable Securities (and such amendment or supplement shall trigger the notice and participation rights provided for in this Section 2.3).

2.3.2 Reduction of Piggyback Registration. If a Piggyback Registration is to be an Underwritten Offering and the managing Underwriter or Underwriters, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that, in its opinion, the dollar amount or number of the Ordinary Shares that the Company desires to sell, taken together with (a) the Ordinary Shares, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (b) the Registrable Securities as to which registration has been requested pursuant Section 2.3 hereof, and (c) the Ordinary Shares, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other shareholders of the Company, exceeds the Maximum Number of Securities, then:

2.3.2.1 if the Registration is undertaken for the Company's account, the Company shall include in any such Registration (a) first, the Ordinary Shares or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.3.1 hereof, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; and (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Ordinary Shares, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other shareholders of the Company, which can be sold without exceeding the Maximum Number of Securities; and

2.3.2.2 if the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (a) first, the Ordinary Shares or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.3.1 hereof, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Ordinary Shares or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; and (d) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a), (b) and (c), the Ordinary Shares or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

2.3.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw all or any portion of its Registrable Securities in a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw such Registrable Securities from such Piggyback Registration prior to (a) in the case of a Piggyback Registration not involving an Underwritten Offering or Shelf Underwritten Offering, the effectiveness of the applicable Registration Statement or (b), in the case of any Piggyback Registration involving an Underwritten Offering or any Shelf Underwritten Offering, prior to the pricing of such Underwritten Offering or Shelf Underwritten Offering. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. The Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to and including its withdrawal under this subsection 2.3.3.

2.3.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.3 hereof shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.2 hereof or a Shelf Underwritten Offering effected under subsection 2.1.3.

2.4 Restrictions on Registration Rights. If (a) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company initiated Registration and provided that the Company has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to subsection 2.2.1 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Registration Statement to become effective; (b) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (c) in the good faith judgment of the Board such Registration would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board it would be seriously detrimental to the Company for such Registration Statement to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement. In such event, the Company shall have the right to defer such filing for a period of not more than thirty (30) days; provided, however, that the Company shall not defer its obligation in this manner more than once in any twelve (12)-month period (the "***Aggregate Blocking Period***"). Notwithstanding anything to the contrary contained in this Agreement, no Registration shall be effected or permitted and no Registration Statement shall become effective, with respect to any Registrable Securities held by any Holder, until after the expiration of the (a) SPAC Holder Lock-Up Period, with respect to the SPAC Holder Lock-Up Ordinary Shares owned by the Founders and Union II Holders, (b) Procaps Holder Lock-Up Period, with respect to the Ordinary Shares owned by the Procaps Holders (excluding the Alternative Lock-Up Ordinary Shares) or, (c) Alternative Lock-Up Period, with respect to the Alternative Lock-Up Ordinary Shares owned by certain Procaps Holders.

ARTICLE III
COMPANY PROCEDURES

3.1 General Procedures. If the Company is required to effect the Registration of Registrable Securities, the Company shall use its reasonable best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, but in any case no later than the effective date of the applicable Registration Statement, use its reasonable best efforts to (a) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (b) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company or otherwise and do any and all other acts and things that may be necessary or advisable, in each case, to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed no later than the effective date of such Registration Statement;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of any request by the Commission that the Company amend or supplement such Registration Statement or Prospectus or the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or Prospectus the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to amend or supplement such Registration Statement or Prospectus or prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued, as applicable;

3.1.8 advise each Holder of Registrable Securities covered by such Registration Statement, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any Prospectus forming a part of such registration statement has been filed;

3.1.9 at least five (5) business days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus, furnish a copy thereof to each seller of such Registrable Securities or its counsel, and not to file any such Registration Statement or Prospectus, or amendment or supplement thereto, to which any such Holder or Registrable Securities shall have reasonably objected on the grounds that such Registration Statement or Prospectus or supplement or amendment thereto, does not comply in all material respects with the requirements of the Securities Act or the rules and regulations thereunder;

3.1.10 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event or the existence of any condition as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, or in the opinion of counsel for the Company it is necessary to supplement or amend such Prospectus to comply with law, and then to correct such Misstatement or include such information as is necessary to comply with law, in each case as set forth in Section 3.4 hereof, at the request of any such Holder promptly prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such Prospectus shall not include a Misstatement or such Prospectus, as supplemented or amended, shall comply with law;

3.1.11 permit a representative of the Holders, the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate in the preparation of any Registration Statement, each such Prospectus included therein or filed with the Commission, and each amendment or supplement thereto, and will give each of them such access to its books and records and such opportunities to discuss the business, finances and accounts of the Company and its subsidiaries with its officers, directors and the independent public accountants who have certified its financial statements as shall be necessary, in the opinion of such Holders' and such Underwriters' respective counsel, to conduct a reasonable investigation within the meaning of the Securities Act, and will cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that if requested by the Company, such representatives or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.12 obtain a "cold comfort" letter (including a bring-down letter dated as of the date the Registrable Securities are delivered for sale pursuant to such Registration) from the Company's independent registered public accountants in the event of an Underwritten Offering, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders and any Underwriter;

3.1.13 on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion and negative assurance letter, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority in interest of the participating Holders and any Underwriter;

3.1.14 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

3.1.15 otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission, and to make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and the rules and regulations thereunder, including Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

3.1.16 if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $10,000,000, use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

3.1.17 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, including causing the officers and directors of the Company to enter into customary "lock-up agreements," in connection with such Registration.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

3.3 Participation in Underwritten Offerings.

3.3.1 No person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (a) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by the Company and (b) completes and executes all customary questionnaires, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

3.3.2 The Company will use its commercially reasonable efforts to ensure that no Underwriter shall require any Holder to make any representations or warranties to or agreements with the Company or the Underwriters other than representations, warranties or agreements regarding such Holder and such Holder's intended method of distribution and any other representation required by law, and if, despite the Company's commercially reasonable efforts, an Underwriter requires any Holder to make additional representation or warranties to or agreements with such Underwriter, such Holder may elect not to participate in such Underwritten Offering (but shall not have any claims against the Company as a result of such election). Any liability of such Holder to any Underwriter or other person under such underwriting agreement shall be limited to an amount equal to the proceeds (net of expenses and underwriting discounts and commissions) that it derives from such registration.

3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, or in the opinion of counsel for the Company it is necessary to supplement or amend such Prospectus to comply with law, each of the Holders shall forthwith discontinue disposition of Registrable Securities until it has received copies of a supplemented or amended Prospectus correcting the Misstatement or including the information counsel for the Company believes to be necessary to comply with law (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice such that the Registration Statement or Prospectus, as so amended or supplemented, as applicable, will not include a Misstatement and complies with law), or until it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than thirty (30) days, determined in good faith by the Board to be necessary for such purpose; provided, that each day of any such suspension pursuant to this Section 3.4 shall correspondingly decrease the Aggregate Blocking Period available to the Company during any twelve (12)-month period pursuant to Section 2.4 hereof. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.5 Covenants of the Company. As long as any Holder shall own Registrable Securities, the Company hereby covenants and agrees at all times while it shall be a reporting company under the Exchange Act, to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Ordinary Shares held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors, partners, shareholders or members, employees, agents, investment advisors and each person who controls such Holder (within the meaning of the Securities Act and Exchange Act) from and against all losses, claims, damages, liabilities and expenses (including attorneys' fees), joint or several (or actions or proceedings, whether commenced or threatened, in respect thereof) (collectively, "***Claims***"), to which any such Holder or other persons may become subject, insofar as such Claims arise out of or are based on any untrue or alleged untrue statement of any material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Company will reimburse such Holder or other person for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such Claim; except insofar as the Claim or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such filing in reliance upon and in conformity with information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act and Exchange Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, the Company may require that, as a condition to including any Registrable Securities in any Registration Statement, the Company shall have received an undertaking reasonably satisfactory to it from such Holder, to indemnify the Company, its directors and officers and agents and each person who controls the Company (within the meaning of the Securities Act and Exchange Act) from and against any Claims, to which any the Company or such other persons may become subject, insofar as such Claims arise out of or are based on any untrue statement of any material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act and Exchange Act) to the same extent as provided in the foregoing with respect to indemnification of the Company and the Company shall use its commercially reasonable efforts to ensure that no Underwriter shall require any Holder of Registrable Securities to provide any indemnification other than that provided hereinabove in this subsection 4.1.2, and, if, despite the Company's commercially reasonable efforts, an Underwriter requires any Holder of Registrable Securities to provide additional indemnification, such Holder may elect not to participate in such Underwritten Offering (but shall not have any claim against the Company as a result of such election).

4.1.3 Any person entitled to indemnification herein shall (a) give prompt written notice to the indemnifying party of any Claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (b) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such Claim, permit such indemnifying party to assume the defense of such Claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one (1) counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) and which settlement includes a statement or admission of fault or culpability on the part of such indemnified party or does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, partners, shareholders or members, employees, agents, investment advisors or controlling person of such indemnified party and shall survive the Transfer of Registrable Securities.

4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Claims, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Claims (a) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party or parties on the other hand from the offering of the Registrable Securities or (b) if the allocation provided by clause (a) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (a) above but also to reflect the relative fault of the indemnifying party or parties on the other hand in connection with the statements or omissions that resulted in such Claims, as well as any other relevant equitable considerations; provided, however, that the liability of any Holder or any director, officer, employee, agent, investment advisor or controlling person thereof under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

4.1.6 The indemnification required by this Section 4.1 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or expense, loss, damage or liability is incurred.

ARTICLE V
LOCK-UP

5.1 Transfer Restrictions.

5.1.1 Except as permitted by Section 5.3, the Founders and the Union II Holders shall not Transfer any SPAC Holder Lock-Up Ordinary Shares beneficially owned or owned of record by such Founder or Union II Holder until the earliest of: (i) the date that is one year from the date hereof, (ii) the date on which the closing price of the Ordinary Shares on the Nasdaq Stock Market equals or exceeds $12.50 per Ordinary Share (as adjusted for share splits, share dividends, reorganizations and recapitalizations) for any 20 trading days within any 30-trading day period commencing 150 days after the date hereof, or (iii) such date on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the Company's stockholders having the right to exchange their Ordinary Shares for cash, securities or other property (the "***SPAC Holder Lock-Up Period***").

5.1.2 Except as permitted by Section 5.2 and for the Transfer of any Alternative Lock-Up Ordinary Shares which shall be governed under the terms of subsection 5.1.3, the Procaps Holders shall not Transfer any Ordinary Shares beneficially owned or owned of record by such Procaps Holder until the earliest of: (i) the date that is 180 days from the date hereof, which, for the avoidance of doubt, shall not be a date prior to the consummation of the business combination between Union II and Merger Sub under the terms of the BCA, and (ii) such date on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the Company's stockholders having the right to exchange their Ordinary Shares for cash, securities or other property (the "***Procaps Holder Lock-Up Period***").

5.1.3 Except as permitted by Section 5.2, the Procaps Holders shall not Transfer any Alternative Lock-Up Ordinary Shares beneficially owned or owned of record by such Procaps Holder until the earliest of: (i) the date that is 90 days from the date hereof, which, for the avoidance of doubt, shall not be a date prior to the consummation of the business combination between Union II and Merger Sub under the terms of the BCA, (ii) the date on which the closing price of the Ordinary Shares on the Nasdaq Stock Market equals or exceeds $12.00 per Ordinary Share (as adjusted for share splits, share dividends, reorganizations and recapitalizations) for any 20 trading days within any 30-trading day period commencing on the date hereof, and (iii) such date on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the Company's stockholders having the right to exchange their Ordinary Shares for cash, securities or other property (the "***Alternative Lock-Up Period***").

5.2 Procaps Holder Lock-Up Period Exceptions. The provisions of subsections 5.1.2 and 5.1.3 shall not apply to:

5.2.1 transactions relating to Ordinary Shares acquired by the Holders in open market transactions;

5.2.2 Transfers of Ordinary Shares or any security convertible into or exercisable or exchangeable for Ordinary Shares as a bona fide gift or gifts, or to a charitable organization;

5.2.3 if the Holder is an individual, Transfers of Ordinary Shares to a trust, or other entity formed for estate planning purposes for the primary benefit of the spouse, domestic partner, parent, sibling, child or grandchild of such Holder or any other person with whom such Holder has a relationship by blood, marriage or adoption not more remote than first cousin;

5.2.4 if the Holder is an individual, Transfers by will or intestate succession upon the death of such Holder;

5.2.5 the Transfer of Ordinary Shares by operation of law, such as pursuant to a qualified domestic order or in connection with a divorce settlement;

5.2.6 if the Holder is a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, (i) Transfers to another corporation, partnership, limited liability company, trust, syndicate, association or other business entity that controls, is controlled by or is under common control or management with the Holder, and (ii) distributions of Ordinary Shares to its partners, limited liability company members, equity holders or shareholders of the Holder;

5.2.7 Transfers of Ordinary Shares to Continental Stock Transfer & Trust Company, or such other bank or trust company that has agreed to serve as escrow agent for such Ordinary Shares, pursuant to the terms of that certain Transaction Support Agreement by and among the Company, Procaps, the Founders, Union II, certain Procaps Holders and the other parties thereto, dated as of the date hereof;

5.2.8 Transfers (i) to the Company or the Company's officers, directors or their affiliates and (ii) to the officers, directors or affiliates of the undersigned;

5.2.9 bona fide pledges of Ordinary Shares as security or collateral in connection with any borrowing or the incurrence of any indebtedness by any Holder, provided that the aggregate number of Ordinary Shares that can be pledged by any Holder cannot exceed 25% of the total Ordinary Shares beneficially owned by such Holder; provided, further, that any Holder who is subject to any pre-clearance and trading policies of the Company must also comply with any additional restrictions on the pledging of Ordinary Shares imposed on such Holder by the Company's policies;

5.2.10 pursuant to a bona fide third-party tender offer, merger, share sale, recapitalization, consolidation or other transaction involving a Change in Control of the Company, provided that in the event that such tender offer, merger, recapitalization, consolidation or other such transaction is not completed, the Ordinary Shares subject to this Agreement shall remain subject to this Agreement;

5.2.11 the establishment of a trading plan pursuant to Rule 10b5-1 promulgated under the Exchange Act, provided that such plan does not provide for the transfer of Ordinary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares during the SPAC Holder Lock-Up Period, the Procaps Holder Lock-Up Period and the Alternative Lock-Up Period, as applicable; and

provided, that in the case of any Transfer or distribution pursuant to subsections 5.2.2 through 5.2.8 each donee, distributee or other transferee shall agree in writing, in form and substance reasonably satisfactory to the Company, to be bound by the provisions of this Agreement.

5.3 SPAC Holder Lock-Up Period Exceptions. The provisions of subsection 5.1.3 shall not apply to:

5.3.1 Transfers to the Founders, the Union II Holders and Union II's officers, directors, employees, consultants or their affiliates;

5.3.2 Transfers to the stockholders, partners or members of any of the Founders or the Union II Holders upon such Founder's or Union II Holder's liquidation;

5.3.3 Transfers by bona fide gift to a member of any Founder's or Union II Holder's immediate family or to a trust, the beneficiary of which is the relevant Founder or Union II Holder, or a member of the Founder's or the Union II Holder's immediate family for estate planning purposes;

5.3.4 Transfers by virtue of the laws of descent and distribution upon death of a Founder or Union II Holder; or

5.3.5 Transfers pursuant to a qualified domestic relations order binding on the Founders or the Union II Holders.

provided, that in the case of any Transfer or distribution pursuant to subsections 5.3.1 through 5.3.5, each donee, distributee or other transferee shall agree in writing, in form and substance reasonably satisfactory to the Company, to be bound by the provisions of this Agreement.

ARTICLE VI
MISCELLANEOUS

6.1 Notices. Any notice or communication under this Agreement must be in writing and given by (a) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (b) delivery in person or by courier service providing evidence of delivery, or (c) transmission by hand delivery, electronic mail, telecopy, telegram or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail, telecopy, telegram or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: 9, rue de Bitbourg, Luxembourg City, Luxembourg L-1273, Attention: Sergio Mantialla, Chief Financial Officer (smantilla@procapsgroup.com), and Yuliya Bay (5251@arendtservices.com) and, if to any Holder, at such Holder's address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 6.1.

6.2 Assignment; No Third Party Beneficiaries.

6.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

6.2.2 Prior to the expiration of the (a) SPAC Holder Lock-Up Period, with respect to the SPAC Holder Lock-Up Ordinary Shares owned by the Founders and Union II Holders, (b) Procaps Holder Lock-Up Period, with respect to the Ordinary Shares owned by the Procaps Holders (excluding the Alternative Lock-Up Ordinary Shares) or, (c) Alternative Lock-Up Period, with respect to the Alternative Lock-Up Ordinary Shares owned by certain Procaps Holders, as applicable, no Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, except as permitted in Section 5.2 or Section 5.3, as applicable, of this Agreement.

6.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the applicable Holders, which shall include Permitted Transferees.

6.2.4 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 6.2 hereof.

6.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (a) written notice of such assignment as provided in Section 6.1 hereof and (b) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any Transfer or assignment made other than as provided in this Section 6.2 shall be null and void.

6.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

6.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (I) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION AND (II) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

6.5 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of Ordinary Shares, in a manner that is adverse and different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

6.6 Other Registration Rights. Other than pursuant to the terms of the Subscription Agreements, the Company represents and warrants that no person, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions among the parties thereto and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

6.7 Term. This Agreement shall terminate upon the date as of which all of the Registrable Securities have been sold pursuant to a Registration Statement (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)). The provisions of *Article IV* shall survive any termination.

6.8 IFC Immunities and Privileges. Notwithstanding anything in this Agreement to the contrary, the parties hereto acknowledge and agree that no provision of this Agreement, in any way constitutes or implies a waiver, termination or modification by IFC of any privilege, immunity or exemption of IFC granted in the Articles of Agreement establishing IFC, international conventions, or applicable law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

Procaps Group, S.A.

By: _____
Name: _____
Title: _____

[Signature Page to Registration Rights Agreement]

FOUNDERS:

Union Group International Holdings Ltd

By: _____
Name: _____
Title: _____

Union Associates II, LLC

By: _____
Name: _____
Title: _____

UNION II HOLDERS:

By: _____
Name: Daniel W. Fink

By: _____
Name: Gerald W. Haddock

By: _____
Name: Joseph J. Schena

By: _____
Name: Federico Trucco

By: _____
Name: Laurence Bodner

By: _____
Name: Tarkan Gurkan

PENSCO Trust Company for Kyle Bransfield as beneficiary

By: _____
Name: _____
Title: _____

PROCAPS HOLDERS:

Deseja Trust

By: _____
Name: _____
Title: _____

Hoche Partners Pharma Holding S.A.

By: _____
Name: _____
Title: _____

International Finance Corporation

By: _____
Name: _____
Title: _____

Simphony Trust

By: _____
Name: _____
Title: _____

Sognatore Trust

By: _____
Name: _____
Title: _____

EXHIBIT A

List of Union II Holders

Name
Daniel W. Fink
Gerald W. Haddock
Joseph J. Schena
PENSCO Trust Company for Kyle Bransfield as beneficiary
Federico Trucco
Laurence Bodner
Tarkan Gurkan

EXHIBIT B

List of Procaps Holders

Name
Deseja Trust
Hoche Partners Pharma Holding S.A.
Simphony Trust
Sognatore Trust
International Finance Corporation

EXHIBIT C

Alternative Lock-Up Ordinary Shares

Name of Procaps Holder	Number of Alternative Lock-Up Ordinary Shares
Deseja Trust	1,495,756
Simphony Trust	857,222
Sognatore Trust	857,222
Hoche Partners Pharma Holding S.A.	789,800
Total	**4,000,000**

EXHIBIT D

SPAC Holder Lock-Up Ordinary Shares

Name of Holder	Number of SPAC Holder Lock-Up Ordinary Shares
Union Acquisition Associates II, LLC	2,347,500
Union Group International Holdings Ltd	2,347,500
Daniel W. Fink	75,000
Gerald W. Haddock	25,000
Joseph J. Schena	25,000
PENSCO Trust Company for Kyle Bransfield as beneficiary	150,000
Federico Trucco	10,000
Laurence Bodner	10,000
Tarkan Gurkan(1)	10,000
Total	**5,000,000**

(1) Reflects the transfer of 5,000 SPAC ordinary shares from each of Union Acquisition Associates II, LLC and Union Group International Holdings Ltd. to Tarkan Gurkan, which is expected to be consummated before the Closing Date.