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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **January 17, 2023**

ROSS ACQUISITION CORP II

(Exact name of registrant as specified in its charter)

Cayman Islands	**001-40201**	**95-1578557**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1 Pelican Lane Palm Beach, Florida	**33480**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(561) 655-2615**

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))

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Units, each consisting of one Class A ordinary share, $0.0001 par value, and one-third of one redeemable warrant	**ROSS.U**	**New York Stock Exchange**
Class A ordinary shares, par value $0.0001 per share	**ROSS**	**New York Stock Exchange**
Redeemable warrants included as part of the units, each whole warrant exercisable for one share of Class A ordinary share at an exercise price of $11.50 per share	**ROSS WS**	**New York Stock Exchange**

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

Emerging growth company ☒

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

Item 1.01 Entry Into A Material Definitive Agreement.

Business Combination Agreement

This section describes the material provisions of the Business Combination Agreement (as defined herein) but does not purport to describe all of the terms thereof. RAC (as defined herein) stockholders, warrant holders and other interested parties are urged to read such agreement in its entirety. The following summary is qualified in its entirety by reference to the complete text of the Business Combination Agreement, a copy of which is attached hereto as Exhibit 2.1. Unless otherwise defined herein, the capitalized terms used below are defined in the Business Combination Agreement.

General Description of the Business Combination Agreement

On January 17, 2023, Ross Acquisition Corp II, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("**RAC**"), entered into a Business Combination Agreement (the "**Business Combination Agreement**"), with APRINOIA Therapeutics Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Company**"), APRINOIA Therapeutics Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("**PubCo**"), APRINOIA Therapeutics Merger Sub 1, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of PubCo ("**Merger Sub 1**" and together with PubCo, the "**Company Acquisition Entities**"), APRINOIA Therapeutics Merger Sub 2, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of RAC ("**Merger Sub 2**") and APRINOIA Therapeutics Merger Sub 3, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of RAC ("**Merger Sub 3**", together with Merger Sub 1 and Merger Sub 2, the "**Merger Subs**", and Merger Sub 2 and Merger Sub 3, collectively, the "**SPAC Acquisition Entities**"). The transactions contemplated by the Business Combination Agreement are referred to herein as the "**Business Combination**" and the closing of the Business Combination is referred to herein as the "**Closing**".

Subject to its terms and conditions, the Business Combination Agreement provides that (i) on the business day prior to the date of the Closing, RAC will merge with and into Merger Sub 1, with Merger Sub 1 being the surviving entity (the "**Initial Merger**"), (ii) on the date of the Closing, Merger Sub 2 will merge with and into the Company, with the Company being the surviving entity (the "**Second Merger**") and (iii) on the date of the Closing and immediately following the Second Merger, the Company will merge with and into Merger Sub 3, with Merger Sub 3 being the surviving entity (the "**Third Merger**" and together with the Initial Merger and the Second Merger, the "**Mergers**"). As a result of the Mergers, RAC's successor, Merger Sub 1 will continue to be a direct wholly-owned subsidiary of PubCo and Merger Sub 3 will be a direct wholly-owned subsidiary of Merger Sub 1, and an indirect wholly-owned subsidiary of PubCo.

Transaction Consideration

Subject to, and in accordance with the terms and conditions of the Business Combination Agreement, on the business day prior to the Initial Merger: (i) Ross Holding Company LLC, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Sponsor**") shall automatically surrender for no consideration 3,018,750 issued and outstanding Founder Shares (as defined below) to RAC and such Founder Shares (as defined below) shall be deemed cancelled and no longer outstanding on the books of RAC and (ii) immediately following such surrender, each remaining issued and outstanding Class B ordinary share, par value $0.0001 per share of RAC (the "**Founder Shares**") will convert, on a one-for-one basis, into Class A ordinary shares, $0.0001 par value per share of RAC (the "**RAC Class A Ordinary Shares**").

Subject to, and in accordance with the terms and conditions of the Business Combination Agreement, at the effective time of the Initial Merger: (i) (a) each of RAC's units (the "**RAC Units**"), each consisting of one RAC Class A Ordinary Share and one-third of one warrant, each whole warrant exercisable for one RAC Class A Ordinary Share, will (to the extent not already separated) be automatically severed and the holder thereof will be deemed to hold one RAC Class A Ordinary Share and one-third of a RAC Warrant (as defined below); then, immediately thereafter, (b) each of the issued and outstanding RAC Class A Ordinary Shares, par value $0.0001 per share will be cancelled in exchange for the right of the holder thereof to receive one ordinary share, par value $0.0001 per share, of PubCo (the "**PubCo Ordinary Shares**"); and (c) each of the RAC Warrants will be assumed by PubCo and converted into a warrant to purchase one PubCo Ordinary Share at the same exercise price of $11.50 per share as the RAC Warrants immediately prior to the Initial Merger, (ii) the issued and outstanding share in the capital of Merger Sub 1 will continue existing and constitute the only issued and outstanding share in the capital of Merger Sub 1, and (iii) the issued and outstanding share in the capital of PubCo shall be surrendered by the holder thereof to PubCo for no consideration and be cancelled by PubCo.

Subject to, and in accordance with the terms and conditions of the Business Combination Agreement, on the date of the Closing and prior to the Second Merger, each Convertible Note (as defined below) will convert into ordinary shares of the Company pursuant to the terms and conditions thereof.

Subject to, and in accordance with the terms and conditions of the Business Combination Agreement, at the effective time of the Second Merger, (i) each then issued and outstanding ordinary share of the Company, including the shares issued upon conversion of the Convertible Notes, and each then issued and outstanding preferred share (on an as-converted basis) of the Company (other than any Company Dissenting Shares (as defined in the Business Combination Agreement), collectively the "**Company Shares**"), will automatically be cancelled in exchange for the right to receive such number of newly issued PubCo Ordinary Shares that is equal to the Company Exchange Ratio, subject to rounding; (ii) each Company Dissenting Share shall automatically be cancelled and cease to exist and shall thereafter represent only the right to receive the applicable payments as set forth in the Business Combination Agreement, being the fair value for such Company Dissenting Share and such other rights as such holder may be entitled under the Companies Act (As Revised) of the Cayman Islands; (iii) the issued and outstanding share of Merger Sub 2 shall automatically be converted into one ordinary share of the Company, which ordinary share shall constitute the only issued and outstanding share in the capital of the Company; and (iv) each Company Option (as defined in the Business Combination Agreement) will be converted into the right to receive an option, granted in substitution of each such Company Option under an incentive equity plan (the "**PubCo Incentive Equity Plan**") to be adopted by PubCo prior to the Closing, to purchase PubCo Ordinary Shares (each a "**PubCo Substitute Option**") upon substantially the same terms and conditions as are in effect with respect to such Company Option immediately prior to the effective time of the Second Merger, except that (a) such PubCo Substitute Option shall provide the right to purchase that whole number of PubCo Ordinary Shares (rounded down to the nearest whole share) equal to the number of Company Ordinary Shares (as defined in the Business Combination Agreement) subject to such Company Option, multiplied by the Company Exchange Ratio, and (b) the exercise price per share for each such PubCo Substitute Option shall be equal to the exercise price per share of such Company Option in effect immediately prior to the effective time of the Second Merger, divided by the Company Exchange Ratio (the exercise price per share, as so determined, being rounded up to the nearest full cent), subject to customary exceptions and adjustments. The "**Company Exchange Ratio**" is a number determined by dividing 28,000,000 PubCo Ordinary Shares by the sum (without duplication) of: (a) the aggregate number of Company Shares outstanding (on an as-converted basis) as of immediately prior to the effective time of the Second Merger (excluding Company Shares issuable or issued upon conversion of the Convertible Notes) and (b) the aggregate number of Company Shares underlying Company Options (assuming, for purposes of this calculation, that all such Company Options are unexpired, issued, outstanding and vested as of immediately prior to the effective time of the Second Merger, and are exercised on a fully paid basis).

Subject to, and in accordance with, the terms and conditions of the Business Combination Agreement, at the effective time of the Third Merger, (i) the issued and outstanding ordinary share of the Company shall be cancelled and cease to exist by virtue of the Third Merger, and (ii) the issued and outstanding share in the capital of Merger Sub 3 shall continue existing and constitute the only issued and outstanding share in the capital of Merger Sub 3.

Representations and Warranties

The Business Combination Agreement contains a number of representations and warranties made by RAC, the Company, PubCo, Merger Sub 1, Merger Sub 2 and Merger Sub 3 as of the date of such agreement or other specific dates solely for the benefit of certain of the parties to the Business Combination Agreement, which in certain cases are subject to specified exceptions and materiality, Company Material Adverse Effect or SPAC Material Adverse Effect (each as defined in the Business Combination Agreement), knowledge and other qualifications contained in the Business Combination Agreement or in information provided pursuant to certain disclosure schedules to the Business Combination Agreement. The representations and warranties made under the Business Combination Agreement will not survive the Closing.

In the Business Combination Agreement, the Company made certain customary representations to RAC including among others, related to the following: (1) corporate matters, including due organization, existence and good standing; (2) capitalization and voting rights; (3) authority and binding effect relating to execution and delivery of the Business Combination Agreement and other ancillary documents; (4) consents, government approvals and non-contravention; (5) compliance with laws and permits; (6) tax matters; (7) financial statements; (8) absence of certain changes; (9) litigation; (10) liabilities; (11) material contracts; (12) title to and sufficiency of assets and real property; (13) intellectual property; (14) cybersecurity and data privacy; (15) labor and employment matters; (16) effect of agreement; (17) brokers; (18) information supplies; (19) insolvency; (20) environmental matters; (21) insurance; (22) related party transactions; and (23) no other representations or warranties.

In the Business Combination Agreement, RAC made certain customary representations and warranties to the Company, including among others, related to the following: (1) corporate matters, including due organization, existence and good standing; (2) capitalization and voting rights; (3) authority and binding effect relative to execution and delivery of the Business Combination Agreement and other ancillary documents; (4) consents, government approvals and non-contravention; (5) tax matters; (6) financial statements and the Investment Company Act of 1940; (7) related party transactions; (8) absence of certain changes; (9) litigation; (10) brokers; (11) information supplied; (12) SEC filings; (13) trust account; (14) business activities; (15) NYSE quotation; (16) board approval; and (17) no other representations or warranties.

In the Business Combination Agreement, the Company Acquisition Entities made certain customary representations and warranties to RAC, including among others, related to the following: (1) corporate matters, including due organization, existence and good standing; (2) capitalization and voting rights; (3) authority and binding effect relating to execution and delivery of the Business Combination Agreement and other ancillary documents; (4) consents, government approvals and non-contravention; (5) absence of certain changes; (6) litigation; (7) brokers; (8) information supplied; (9) Investment Company Act and JOBS Act; (10) business activities; (11) foreign private issuer status; (12) no other representations or warranties; and (13) tax matters.

In the Business Combination Agreement, the SPAC Acquisition Entities made certain customary representations and warranties to the Company, including among others, related to the following: (1) corporate matters, including due organization, existence and good standing; (2) capitalization and voting rights; (3) authority and binding effect relating to execution and delivery of the Business Combination Agreement and other ancillary documents; (4) consents, government approvals and non-contravention; (5) absence of certain changes; (6) litigation; (7) brokers; (8) information supplied; (9) business activities; (10) no other representations or warranties; and (11) tax matters.

Covenants of the Parties

The Business Combination Agreement contains certain customary covenants for transactions of this type by the Company and the Company Acquisition Entities, including, among others, covenants regarding: (1) the operation of their respective businesses in the ordinary course of business, in compliance with law; (2) the provision of access to their properties, books and personnel; (3) the Company's obligation to deliver financial statements; (4) post-Closing directors; (5) indemnification of directors and officers after the Closing; (6) no trading in RAC securities; (7) no shareholder rights plans or other anti-takeover instruments; (8) shareholder support and lock-up agreements to be delivered prior to Closing; and (9) one or more Company's subsidiaries' entry into a licensing and commercialization agreement and a long-form assignment and service agreement with Yantai Yitai Pharmaceutical Technology Co., Ltd. ("**Yitai**").

The Business Combination also contains customary covenants for a transaction of this type by RAC and the SPAC Acquisition Entities, including, among other things, (1) the trust account; (2) RAC's NYSE listing and extension of its combination window; (3) the operation of their respective businesses in the ordinary course of business, in compliance with law; (4) SEC filings; (5) voting of Company Shares; and (6) procurement of an equity commitment letter to be entered into between PubCo and certain investor(s) (the "**Equity Commitment Letter**").

RAC, the Company, the Company Acquisition Entities and the SPAC Acquisition Entities also agreed to jointly prepare, and PubCo will file with the Securities and Exchange Commission ("**SEC**"), a registration statement on Form F-4 (the "**Registration Statement**") under the Securities Act of 1933, as amended (the "**Securities Act**") with respect to the PubCo Ordinary Shares and other securities to be issued to RAC's and the Company's respective shareholders in the Mergers. The Registration Statement will include a proxy statement/prospectus for the purpose of soliciting proxies from the shareholders of RAC for the matters relating to the Business Combination to be acted on at the extraordinary general meeting of RAC and providing such shareholders with an opportunity to redeem their RAC Class A Ordinary Shares. In addition, RAC, the Company, the Company Acquisition Entities and the SPAC Acquisition Entities agreed to other customary covenants for a transaction of this type.

Survival and Indemnification

None of the covenants and agreements of the parties contained in the Business Combination Agreement will survive the Closing, and no claim for indemnification may be made with respect thereto after the Closing, except that those covenants and agreements that by their terms are required to be performed in whole or in part after the Closing will survive the Closing and continue until fully performed in accordance with their terms.

Conditions to Closing

The Business Combination Agreement contains customary conditions to Closing, including the following mutual conditions of the parties (unless waived by all of the parties): (i) required approval of RAC's shareholders, (ii) waiting period or periods (including any extension thereof) applicable to the consummation of the transactions contemplated by the BCA under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (as amended) shall have been terminated or expired, (iii) the Registration Statement becoming effective, (iv) approval for PubCo's listing application and listing of PubCo Ordinary Shares to be issued in connection with the Business Combination, (v) the absence of any order, mandate or other legal prohibition issued by any court of competent jurisdiction or other governmental entity of competent jurisdiction which has the effect of making the Business Combination illegal or which otherwise prevents or prohibits consummation of the Business Combination, and (vi) PubCo having at least $5,000,001 of net tangible assets.

In addition, the obligations of RAC and the SPAC Acquisition Entities are subject to the satisfaction or waiver of certain closing conditions, including without limitation: (i) the accuracy of the representations and warranties of the Company and the Company Acquisition Entities and the performance of the covenants and agreements of the Company and the Company Acquisition Entities; (ii) the absence of a Company Material Adverse Effect since the date of the Business Combination Agreement that is continuing and uncured; (iii) required approval of the Company's shareholders; (iv) modification of a certain executive employment agreement; (v) the entry by the Company or PubCo into a multiyear development agreement with a leading pharmaceutical or biotechnology company at terms that are to the reasonable satisfaction of RAC; and (vi) the entry by the Company or subsidiaries of the Company into a licensing and commercialization agreement and a long-form assignment and service agreement with Yitai.

The obligations of the Company and the Company Acquisition Entities are subject to the satisfaction or waiver of certain customary closing conditions, including without limitation: (i) the accuracy of the representations and warranties of the RAC and the SPAC Acquisition Entities and the performance of the covenants and agreements of the RAC and the SPAC Acquisition Entities; (ii) the sum of (a) the amount of cash and cash equivalents available in the trust account following the SPAC Shareholders' Meeting, after deducting the amounts required to satisfy redemptions, plus (b) the aggregate amount of proceeds of any PIPE investment (including the proceeds under the Equity Commitment Letter) actually received by PubCo or RAC prior to or substantially concurrently with the Closing, plus (c) as of immediately prior to the Closing, the amount of cash and cash equivalents held by RAC without restriction outside of the trust account and any interest earned on the amount of cash held inside the trust account is at least US$12,500,000; (iii) no SPAC Material Adverse Effect since the SPAC Accounts Date (as defined in the Business Combination Agreement); (iv) delivery by the underwriters of RAC's initial public offering of a written waiver of any underwriting discount, fees or expenses (whether deferred or not) in relation to the initial public offering; (v) execution of the Assignment, Assumption and Amendment Agreement (as defined below); and (vi) the execution of the Equity Commitment Letter and performance thereunder of the Sponsor or an Affiliate thereof.

Termination

The BCA may be terminated under certain customary and limited circumstances prior to the closing of the Business Combination, including, but not limited to, (i) by mutual written consent of RAC and Company, (ii) by either RAC or Company if any governmental authority shall have enacted, issued, promulgated, enforced or entered any order which has become final and non-appealable and has the effect of making consummation of the Business Combination illegal or otherwise preventing or prohibiting consummation of the Business Combination, (iii) by either RAC or Company if certain required approvals are not obtained from RAC shareholders after the conclusion of a meeting of RAC's shareholders duly convened therefor, (iv) by the Company if the board of directors of RAC or any committee thereof has withheld, withdrawn, qualified, amended or modified, or publicly proposed or resolved to withhold, withdraw, qualify, amend or modify its recommendations in favor of the Business Combination, (v) by RAC if certain required approvals are not obtained from the Company shareholders within 10 business days after the Registration Statement became effective, (vi) by RAC if the Company or any of the Company Acquisition Entities are in material breach of their respective warranties or obligations that would render any of the conditions to obligations of RAC incapable of being satisfied on the date of Closing and such breach is not cured or cannot be cured within certain specified time periods, (vii) by the Company if RAC or any of the SPAC Acquisition Entities is in material breach of their respective warranties or obligations that would render any of the conditions to obligations of the Company incapable of being satisfied on the date of Closing and such breach is not cured or cannot be cured within certain specified time periods, (viii) subject to certain limited exceptions, by either RAC or the Company if the Business Combination is not consummated on or prior to the date falling on the earlier of (x) the date by which RAC must complete its initial business combination pursuant to its governing documents, as amended, including any extension thereto or (y) nine (9) months from the date of the Business Combination Agreement, or any such other date as mutually agreed in writing by RAC and the Company, and (ix) by either the Company or RAC if there shall have occurred a SPAC Material Adverse Effect after the SPAC Accounts Date (as defined in the Business Combination Agreement) (in the case of a termination by the Company) or a Company Material Adverse Effect after the date of the Business Combination Agreement (in the case of a termination by RAC).

If the Business Combination Agreement is validly terminated, none of the parties to the Business Combination Agreement will have any liability or any further obligation under the Business Combination Agreement, except in the case of any willful and material breach of the Business Combination Agreement or fraud, and for customary obligations that survive the termination thereof (such as confidentiality obligations).

A copy of the Business Combination Agreement is filed with this Current Report on Form 8-K as Exhibit 2.1 and is incorporated herein by reference, and the foregoing description of the Business Combination Agreement is qualified in its entirety by reference thereto.

The Business Combination Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of such agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating such agreement. The Business Combination Agreement has been filed with this Current Report on Form 8-K in order to provide investors with information regarding its terms. It is not intended to provide any other factual information about RAC, the Company, PubCo, the Merger Subs or any other party to the Business Combination Agreement. In particular, the representations, warranties, covenants and agreements contained in the Business Combination 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, may be subject to limitations agreed upon by the contracting parties (including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Business Combination Agreement instead of establishing these matters as facts) and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors and reports and documents filed with the SEC. Investors 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. In addition, the representations, warranties, covenants and agreements and other terms of the Business Combination Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations and warranties and other terms may change after the date of the Business Combination Agreement, which subsequent information may or may not be fully reflected in RAC's or PubCo's public disclosures.

Related Agreements

*This section describes the material provisions of certain additional agreements entered into or to be entered into pursuant to the Business Combination Agreement (the "**Related Agreements**") but does not purport to describe all of the terms thereof. The following summary is qualified in its entirety by reference to the complete text of each of the Related Agreements, copies of each of which are attached hereto as exhibits. Stockholders and other interested parties are urged to read such Related Agreements, or forms thereof, in their entirety.*

Convertible Notes

The Company and certain investors (the "**Convertible Note Holders**") have entered, or will enter into those certain convertible note purchase agreements (the "**Convertible Note Purchase Agreements**") and other related ancillaries, pursuant to which such Convertible Note Holders have or will provide to the Company debt financing in the aggregate amount of up to $35,000,000 to meet the Company's working capital requirements through the Closing (collectively, the "**Convertible Notes**"). The notes bear interest on the aggregate outstanding principal amount at a simple interest rate of 5% per annum. All unpaid principal and interest shall be due and payable in full on the first anniversary of the date of the applicable Convertible Note, unless accelerated upon the occurrence of an event of default as set forth in the Convertible Notes. Each Convertible Notes may be redeemed upon the mutual agreement of the Convertible Note Holder and the Company, at any time, as a whole or in part from time to time, at a redemption price equal to the amount so redeemed, plus unpaid accrued interest thereon through the date of redemption, subject to the Convertible Note Holder's exercise of its right of conversion at the then applicable Conversion Price (as defined below) in lieu of redemption. In connection with the execution of the Business Combination Agreement, the Company expects to receive an aggregate of $12.5 million in exchange for Convertible Notes.

An affiliate of RAC and the Sponsor, R Investments, LLC, a Delaware limited liability company ("**R Investments**") entered into a Convertible Note Purchase Agreement on December 22, 2022 to purchase a Convertible Note with an aggregate principal amount of $7,500,000 (the "**R Investments Note**"). In accordance with this Convertible Note Purchase Agreement, R Investments funded the R Investments Note and the Company delivered the R Investments Note to R Investments simultaneously with the execution of the Business Combination Agreement. The R Investment Note is convertible at the option of R Investments in the event of (i) an initial public offering of Company Ordinary Shares (a "**Qualified IPO**"), (ii) a financing in which the Company issues equity securities with total proceeds to the Company of not less than $15,000,000 (a "**Qualified Financing**"), (iii) a Qualified Business Combination (as defined in the R Investment Note), (iv) the Business Combination and (v) if the Company elects to redeem the R Investments Note. "**Conversion Price**" for the R Investments Note means (i) in the case of a Qualified IPO, a price equal to the per share public offering price stated on the front cover of the final prospectus for the Qualified IPO (before deduction of any underwriting commissions, expenses or other amounts) multiplied by 0.80, (ii) in the case of a Qualified Financing, a price equal to the cash price paid per share for equity securities by the investors in the Qualified Financing multiplied by 0.80, (iii) in the case of a Qualified Business Combination or the Business Combination, a price equal to the implied per share price of the ordinary shares of the Company in such Qualified Business Combination or the Business Combination, as applicable, multiplied by 0.80, and (iv) in the event that the conversion is made pursuant to a redemption, at $1.58. R Investments has consent rights over (i) indebtedness, other than the other Convertible Notes, that would rank senior or *pari passu* in right of payment to or with the R Investments Note. On January 13, 2023, R Investments agreed to convert the R Investments Note in connection with the consummation of the Business Combination.

All other Convertible Notes, convert automatically in the event of (i) a Qualified IPO, (ii) a Qualified Financing, and (iii) a Qualified Business Combination (as defined in the other Convertible Notes). Such other Convertible Notes are also convertible at the option of the Convertible Note Holder, if the Company elects to redeem the Convertible Notes. "**Conversion Price**" for the other Convertible Notes means (i) in the case of a Qualified IPO, a price equal to the per share public offering price stated on the front cover of the final prospectus for the Qualified IPO (before deduction of any underwriting commissions, expenses or other amounts) multiplied by 0.80, (ii) in the case of a Qualified Financing, a price equal to the cash price paid per share for equity securities by the investors in the Qualified Financing multiplied by 0.80, (iii) in the case of a Qualified Business Combination, a price equal to the implied per share price of the ordinary shares of the Company in such Qualified Business Combination multiplied by 0.80, and (iv) in the event that the conversion is made pursuant to a redemption, at $1.58.

A copy of the form of Convertible Note Purchase Agreement including the form of Convertible Note is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference, and the foregoing description of the Convertible Note Purchase Agreements including the form of Convertible Notes is qualified in its entirety by reference thereto.

Sponsor Support Agreement

Simultaneously with the execution of the Business Combination Agreement, RAC, the Company, PubCo and the Sponsor, entered into a Sponsor Support Agreement (the "**Sponsor Support Agreement**") pursuant to which the Sponsor agreed to support the Business Combination and to vote all of its Founder Shares and any other securities of RAC beneficially owned or acquired by the Sponsor in favor of the Business Combination Agreement and the Business Combination. The Sponsor also agreed to take certain other actions in support of the Business Combination Agreement and the Business Combination and to refrain from taking such actions that would adversely impede the ability of the parties to perform the Business Combination Agreement. The Sponsor Support Agreement also prevents transfers of RAC securities held by the Sponsor between the date of the Sponsor Support Agreement and the date of the Closing or earlier termination of the Business Combination Agreement unless the transferee executes a joinder to the Sponsor Support Agreement.

The Sponsor further agreed that 2,156,250 PubCo Ordinary Shares (the '**Sponsor Earn-Out Shares**") to be received by it will be subjected to forfeiture at the Closing and will be earned, released and delivered upon satisfaction of the following milestones: (i) one half (1/2) of the Sponsor Earn-Out Shares will vest if, during the Earn-Out Period (as defined below), the VWAP (as defined in the Sponsor Support Agreement) of the PubCo Ordinary Shares is equal to or greater than $12.50 for any 20 trading days within any period of 30 consecutive trading days and (ii) one half (1/2) of the Sponsor Earn-Out Shares will vest if, during the Earn-Out Period, the VWAP of the PubCo Ordinary Shares is equal to or greater than $12.50 for any 20 trading days within any period of 30 consecutive trading days. If a PubCo Change of Control (as defined in the Sponsor Support Agreement) occurs during the Earn-Out Period, then immediately prior to the consummation of such PubCo Change of Control, any Sponsor Earn-Out Shares not previously released shall be automatically released and no longer subject to forfeiture. "**Earn-Out Period**" means the period beginning on the date of Closing and ending on the fifth anniversary of the Closing (unless earlier terminated due to a PubCo Change of Control). Prior to the expiration of the Earn-Out Period, the Sponsor shall be entitled to vote and receive dividends on the Sponsor Earn-Out Shares until such Sponsor Earn-Out Shares are forfeited.

In addition, PubCo agreed to indemnify the Sponsor from and against certain liabilities relating to the Business Combination for a period of six years after the Closing.

A copy of the Sponsor Support Agreement is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference, and the foregoing description of the Sponsor Support Agreement is qualified in its entirety by reference thereto.

Shareholder Support Agreement

Simultaneously with the execution of the Business Combination Agreement, the Company, RAC, PubCo and certain shareholders of the Company entitled to vote on and/or give consent to the Company Shareholders Approval (as defined in the Business Combination Agreement) entered into a Shareholder Support Deed (the "**Shareholder Support Agreement**"), pursuant to which, among other things, each such shareholder agreed (i) to vote in favor of the Company Shareholders Approval, (ii) to vote against any proposals that would impede the Business Combination, and (iii) not to transfer any Company Shares (as defined in the Business Combination Agreement) held by such shareholder. Under the Business Combination Agreement, the Company is required to procure that certain other shareholders of the Company become parties to the Shareholder Support Agreement no later than one month following the date of the Business Combination Agreement.

A copy of the form of Shareholder Support Agreement is filed as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated herein by reference, and the foregoing description of the Shareholder Support Agreement is qualified in its entirety by reference thereto.

Investor Rights Agreement

Simultaneously with the Closing, PubCo, Sponsor, certain affiliates of Sponsor, RAC, and certain shareholders of the Company shall have entered into an investor rights agreement (the "**Investor Rights Agreement**"), pursuant to which, among other things, (i) PubCo agreed to register for resale, pursuant to Rule 415 under the Securities Act of 1933, as amended, within certain period after the Closing Date, certain PubCo Ordinary Shares and other equity securities of PubCo held by certain parties from time to time, (ii) holders of registrable securities will be granted certain takedown, demand, block trade and piggyback registration rights with respect to their registrable securities, in each case, on the terms and subject to the conditions set forth in the Investor Rights Agreement, and (iii) the Registration and Shareholder Rights Agreement, dated as of March 16, 2021, by and between RAC, Sponsor and certain other parties thereto, will be terminated as of the Closing.

A copy of the form of Investor Rights Agreement is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated herein by reference, and the foregoing description of the Investor Rights Agreement is qualified in its entirety by reference thereto.

Assignment, Assumption and Amendment Agreement

In connection with the Closing, PubCo, RAC and Continental Stock Transfer & Trust Company, a New York limited purpose trust company, as warrant agent (the "**Warrant Agent**") will enter into the Assignment, Assumption and Amendment Agreement (the "**Assignment, Assumption and Amendment Agreement**"), which will amend that certain Warrant Agreement (the "**Existing Warrant Agreement**"), dated as of March 16, 2021, by and between RAC and the Warrant Agent, which Existing Warrant Agreement governs all of the warrants issued by RAC (such warrants, the "**RAC Warrants**"). Pursuant to the Assignment, Assumption and Amendment Agreement, effective on and from the Initial Merger Effective Time, RAC will assign to PubCo all of RAC's right, title and interest in and to the Existing Warrant Agreement and PubCo will assume, and agree to pay, perform, satisfy and discharge in full, as the same become due, all of RAC's liabilities and obligations under the Existing Warrant Agreement, as amended, arising on, from and after the Initial Merger Effective Time. As a result, each RAC Warrant will automatically cease to represent a right to be exercised into RAC Class A Ordinary Shares and will instead represent a right to be exercised into PubCo Ordinary Shares pursuant to the terms and conditions of the Existing Warrant Agreement, as amended. Pursuant to the Assignment, Assumption and Amendment Agreement, among other things (i) PubCo will assume the obligations of RAC under the Existing Warrant Agreement, (ii) references to "Ordinary Shares" will be references to PubCo Ordinary Shares; (iii) references to the "Company" will be references to PubCo; and (iv) references to "Business Combination" will be references to the transactions contemplated by the Business Combination Agreement, and references to "the completion of an initial Business Combination" and all variations thereof in the Existing Warrant Agreement (including all exhibits thereto) will be references to the Closing.

A copy of the form of Assignment, Assumption and Amendment Agreement is filed as Exhibit 10.5 to this Current Report on Form 8-K and is incorporated herein by reference, and the foregoing description of the form of Assignment, Assumption and Amendment Agreement is qualified in its entirety by reference thereto.

Lock-Up Agreements

No later than immediately prior to the Initial Merger Effective Time, PubCo and certain Company shareholders will have entered into a lock-up agreement ("**Lock-Up Agreement**"), pursuant to which, among other things, (i) each such Company shareholder agrees not to sell, for the period specified in the Lock-Up Agreement, certain PubCo Ordinary Shares such Company shareholder (as applicable) will receive in the Mergers, on the terms and subject to the conditions set forth in the Lock-Up Agreement.

A copy of the form of Lock-Up Agreement is filed as Exhibit 10.6 to this Current Report on Form 8-K and is incorporated herein by reference, and the foregoing description of the form of Lock-Up Agreement is qualified in its entirety by reference thereto.

Equity Commitment Letter

In connection with the execution of the Business Combination Agreement, R Investments (the "**Forward Purchaser**"), PubCo and the Company entered into an equity commitment letter (the "**Equity Commitment Letter**") pursuant to which the Forward Purchaser agreed to subscribe for, directly through PubCo and as a PIPE Investment (as defined in the Business Combination Agreement), that number of PubCo Ordinary Shares at $10 per share equal to the difference between the actual value of the Trust Account (after giving effect to redemptions of RAC Class A Ordinary Shares) and $12,500,000 (the "**Maximum Commitment**"), only to the extent that the value of the Trust Account (after giving effect to redemptions of RAC Class A Ordinary Shares) is less than the Maximum Commitment. Any PubCo Ordinary Shares purchased by the Forward Purchaser pursuant to this Equity Commitment Letter shall be Registrable Securities under the Investor Rights Agreement upon the execution of the Investor Rights Agreement by the Forward Purchaser.

A copy of the Equity Commitment Letter is filed as Exhibit 10.7 to this Current Report on Form 8-K and is incorporated herein by reference, and the foregoing description of the Equity Commitment Letter is qualified in its entirety by reference thereto.

Item 7.01 Regulation FD Disclosure.

On January 17, 2023, RAC and the Company issued a press release announcing their entry into the Business Combination Agreement. A copy of the press release is furnished herewith as Exhibit 99.1 as a press release and incorporated into this Item 7.01 by reference. Additionally, furnished as Exhibit 99.2 hereto and incorporated into this Item 7.01 by reference is the investor presentation that RAC and the Company prepared for use in connection with the announcement of the Business Combination.

The information in this Item 7.01, including Exhibit 99.1 and Exhibit 99.2, is furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), or otherwise be subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Additional Information and Where to Find It

In connection with the Business Combination, PubCo intends to file a registration statement on Form F-4 with the SEC, which will include a proxy statement to RAC shareholders and a prospectus for the registration of PubCo securities to be issued in connection with the Business Combination (as amended from time to time, the "**Registration Statement**"). After the Registration Statement is declared effective by the SEC, the definitive proxy statement/prospectus and other relevant documents will be mailed to the shareholders of RAC as of the record date in the future to be established for voting on the Business Combination and will contain important information about the Business Combination and related matters. Shareholders of RAC and other interested persons are advised to read, when available, these materials (including any amendments or supplements thereto) and any other relevant documents, because they will contain important information about RAC, Pubco, the Company and the Business Combination. Shareholders and other interested persons will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus, and other relevant materials in connection with the Business Combination, without charge, once available, at the SEC's website at www.sec.gov or by directing a request to: Ross Acquisition Corp II, 1 Pelican Lane, Palm Beach, Florida, Attn: Wilbur L. Ross Jr., Chief Executive Officer. The information contained on, or that may be accessed through, the websites referenced in this Current Report on Form 8-K in each case is not incorporated by reference into, and is not a part of, this Current Report on Form 8-K.

BEFORE MAKING ANY VOTING DECISION, INVESTORS AND SECURITY HOLDERS OF RAC ARE URGED TO READ THE REGISTRATION STATEMENT, THE PROXY STATEMENT/PROSPECTUS AND ALL OTHER RELEVANT DOCUMENTS FILED OR THAT WILL BE FILED WITH THE SEC IN CONNECTION WITH THE BUSINESS COMBINATION AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE BUSINESS COMBINATION.

Participants in the Solicitation

RAC, PubCo, the Company and their respective directors and executive officers may be deemed participants in the solicitation of proxies from RAC's shareholders in connection with the Business Combination. RAC's shareholders and other interested persons may obtain, without charge, more detailed information regarding the directors and officers of RAC in RAC's Form 10-K, filed with the SEC on March 31, 2022, or its most recent Form 10-Q, filed with the SEC on November 14, 2022. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies to RAC's shareholders in connection with the Business Combination will be set forth in the proxy statement/prospectus for the Business Combination, accompanying the Registration Statement that PubCo and RAC intend to file with the SEC. Additional information regarding the interests of participants in the solicitation of proxies in connection with the Business Combination will likewise be included in that Registration Statement. You may obtain free copies of these documents as described above.

No Offer or Solicitation

This Current Report on Form 8-K is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Business Combination and shall not constitute an offer to sell or a solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of 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 any such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act of 1933, as amended, or an exemption therefrom.

Cautionary Note Regarding Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. RAC's, PubCo's and/or the Company's actual results may differ from their expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Forward-looking statements include statements concerning plans, objectives, goals, strategies, future events or performance, and underlying assumptions and other statements that are other than statements of historical facts. No representations or warranties, express or implied are given in, or in respect of, this Current Report on Form 8-K. When we use words such as "may," "will," "intend," "should," "believe," "expect," "anticipate," "project," "estimate" or similar expressions that do not relate solely to historical matters, it is making forward-looking statements.

These forward-looking statements and factors that may cause actual results to differ materially from current expectations include, but are not limited to: the ability of the parties to complete the transactions contemplated by the Business Combination in a timely manner or at all; the risk that the Business Combination or other business combination may not be completed by RAC's business combination deadline and the potential failure to obtain an extension of the business combination deadline; the outcome of any legal proceedings or government or regulatory action on inquiry that may be instituted against RAC, PubCo, the Company or others following the announcement of the Business Combination and any definitive agreements with respect thereto; the inability to satisfy the conditions to the consummation of the Business Combination, including the approval of the Business Combination by the shareholders of RAC and the Company; the occurrence of any event, change or other circumstance that could give rise to the termination of the Business Combination Agreement relating to the Business Combination; the ability to meet stock exchange listing standards following the consummation of the Business Combination; the effect of the announcement or pendency of the Business Combination on the Company's business relationships, operating results, current plans and operations of PubCo and the Company; the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition, the ability of PubCo to grow and manage growth profitably; the possibility that RAC, PubCo and/or the Company may be adversely affected by other economic, business, and/or competitive factors; estimates by RAC, PubCo or the Company of expenses and profitability; expectations with respect to future operating and financial performance and growth, including the timing of the completion of the Business Combination; plans, intentions or future operations of PubCo or the Company, including relating to the finalization, completion of any studies, feasibility studies or other assessments or relating to attainment, retention or renewal of any assessments, permits, licenses or other governmental notices or approvals, or the commencement or continuation of any construction or operations of plants or facilities; the Company's and PubCo's ability to execute on their business plans and strategy; and other risks and uncertainties described from time to time in filings with the SEC.

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 the Registration Statement referenced above and other documents filed by RAC and PubCo 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. There may be additional risks that neither RAC, PubCo nor the Company presently know, or that RAC, PubCo, and/or the Company currently believe are immaterial, that could cause actual results to differ from those contained in the forward-looking statements. For these reasons, among others, investors and other interested persons are cautioned not to place undue reliance upon any forward-looking statements in this Current Report on Form 8-K. None of RAC, PubCo or the Company undertakes any obligation to publicly revise these forward-looking statements to reflect events or circumstances that arise after the date of this Current Report on Form 8-K, except as required by applicable law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1*	Business Combination Agreement, dated January 17, 2023, by and among RAC, the Company, PubCo and the Merger Subs.
10.1	Form of Convertible Note Purchase Agreement.
10.2	Sponsor Support Agreement, dated January 17, 2023, by and among RAC, the Company, and Sponsor.
10.3	Form of Shareholder Support Agreement.
10.4	Form of Investor Rights Agreement.
10.5	Form of Assignment, Assumption and Amendment Agreement.
10.6	Form of Lock-Up Agreement.
10.7	Equity Commitment Letter, dated January 17, 2023, by and among the Forward Purchaser, the Company, and PubCo.
99.1	Joint Press Release, dated January 18, 2023.
99.2	Investor Presentation.
104	Cover Page Interactive Data File (embedded with the Inline XRBL document).

* The exhibits and schedules to this Exhibit have been omitted in accordance with Item 601(b)(2) of Regulation S-K. The Registrant agrees to furnish supplementally to the SEC a copy of all omitted exhibits and schedules upon its request.

SIGNATURE

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

ROSS ACQUISITION CORP II

By: */s/ Wilbur L. Ross Jr.*
Name: Wilbur L. Ross Jr.
Title: Chief Executive Officer

Dated: January 18, 2023

Exhibit 2.1

WHITE & CASE

Dated January 17, 2023

Business Combination Agreement

among

Ross Acquisition Corp II
as SPAC

APRINOIA Therapeutics Inc.
as Company

APRINOIA Therapeutics Holdings Limited
as PubCo

APRINOIA Therapeutics Merger Sub 1, Inc.
as Merger Sub 1

APRINOIA Therapeutics Merger Sub 2, Inc.
as Merger Sub 2

and

APRINOIA Therapeutics Merger Sub 3, Inc.
as Merger Sub 3

White & Case LLP
111 South Wacker Drive, Suite 5100
Chicago, Illinois 60606-4302

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Exhibits

Exhibit A	--	Form of Investor Rights Agreement
Exhibit B	--	Form of Articles of the Second Surviving Company
Exhibit C	--	Form of Plan of Initial Merger
Exhibit D	--	Form of Plan of Second Merger
Exhibit E	--	Form of Plan of Third Merger
Exhibit F	--	Form of PubCo Articles
Exhibit G	--	Form of Warrant Assignment, Assumption and Amendment Agreement
Exhibit H	--	Form of Lock-Up Agreement

Schedules

Schedule I	--	SPAC Disclosure Letter
Schedule II	--	Company Disclosure Letter

BUSINESS COMBINATION AGREEMENT

This Business Combination Agreement, dated as of January 17, 2023 (this "Agreement"), is made and entered into by and among (i) Ross Acquisition Corp II, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("SPAC"), (ii) APRINOIA Therapeutics Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"), (iii) APRINOIA Therapeutics Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("PubCo"), (iv) APRINOIA Therapeutics Merger Sub 1, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of PubCo ("Merger Sub 1"), (v) APRINOIA Therapeutics Merger Sub 2, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of SPAC ("Merger Sub 2") and (vi) APRINOIA Therapeutics Merger Sub 3, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of SPAC ("Merger Sub 3"). SPAC, the Company, PubCo, Merger Sub 1, Merger Sub 2, and Merger Sub 3 are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, SPAC is a special purpose acquisition company formed for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses;

WHEREAS, PubCo is a newly formed entity, wholly-owned by JANG Ming-Kuei, a shareholder of the Company (the "Initial PubCo Holder"), and was formed for the purpose of participating in the transactions contemplated hereby and becoming the publicly traded holding company for the Third Surviving Company (as defined below);

WHEREAS, Merger Sub 1, an exempted company incorporated with limited liability under the laws of the Cayman Islands, is wholly-owned by PubCo, and was formed for the purpose of effectuating the Initial Merger (as defined below);

WHEREAS, each of Merger Sub 2 and Merger Sub 3 is an exempted company incorporated with limited liability under the laws of the Cayman Islands, is wholly-owned by SPAC, and was formed for the purpose of effectuating the Second Merger (as defined below) and the Third Merger (as defined below), respectively;

WHEREAS, the Parties desire and intend to effect a business combination transaction whereby (a) on the Business Day prior to the Closing Date (as defined below) and following any PIPE Investment (if any), SPAC will merge with and into Merger Sub 1 (the "Initial Merger"), with Merger Sub 1 being the surviving entity and a wholly-owned subsidiary of PubCo, (b) on the Closing Date and prior to the Second Merger, the Convertible Note Conversion will be consummated, (c) on the Closing Date and following the Convertible Note Conversion, Merger Sub 2 will merge with and into the Company (the "Second Merger"), with the Company being the surviving entity, and (d) on the Closing Date and immediately following the Second Merger, the Company will merge with and into Merger Sub 3 (the "Third Merger," and together with the Initial Merger and the Second Merger, the "Mergers"), with Merger Sub 3 being the surviving entity, each Merger to occur upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions (including Part XVI) of the Companies Act (as amended) of the Cayman Islands (the "Cayman Act");

WHEREAS, the Sponsor CB Investor and certain other investors (collectively, the "Convertible Note Holders") have entered into or will enter into convertible note purchase agreements and other related ancillaries, pursuant to which such Convertible Note Holders will provide to the Company debt financing in the aggregate amount of up to US$35,000,000 to meet the Company's working capital requirements through the Closing (collectively, the "Convertible Notes");

WHEREAS, for U.S. federal income Tax purposes, (a) it is intended that (i) the Initial Merger, together with Merger Sub 1's initial entity classification election to be disregarded as an entity separate from PubCo for U.S. federal income Tax purposes, effective as of Merger Sub 1's formation, will qualify as a "reorganization" under Section 368(a)(1)(F) of the Code, (ii) the Sponsor Share Conversion (as defined below) will qualify as a "reorganization" under Section 368(a)(1)(E) of the Code, and (iii) the Second Merger and the Third Merger, taken together, will qualify as a "reorganization" under Section 368(a) of the Code (collectively, the "Intended Tax Treatment") and (b) this Agreement is intended to constitute and hereby is adopted as a "plan of reorganization" with respect to (i) the Initial Merger, (ii) the Sponsor Share Conversion, and (iii) the Second Merger and the Third Merger, collectively, within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a) for purposes of Sections 354, 361, and 368 of the Code and the Treasury Regulations thereunder;

WHEREAS, concurrently with the execution and delivery of this Agreement, SPAC, the Company, PubCo, Sponsor and certain other parties have entered into a Sponsor Support Agreement (the "Sponsor Support Agreement"), pursuant to which, among other things, Sponsor agrees (a) to vote in favor of the SPAC Shareholders Approval (as defined below), (b) to vote against any proposals that would impede the Transactions (as defined below), (c) to waive the anti-dilution rights of the SPAC Class B Ordinary Shares held by Sponsor under the SPAC Articles (as defined below), (d) not to redeem any SPAC Shares (as defined below) held by Sponsor, (e) not to transfer any SPAC Securities (as defined below) held by the Sponsor, (f) surrender for no consideration certain SPAC Class B Ordinary Shares, and (g) subject certain PubCo Ordinary Shares to certain transfer restrictions until certain pricing milestones have been reached;

WHEREAS, concurrently with the execution and delivery of this Agreement or no later than one month from the date of this Agreement, SPAC, the Company, PubCo and certain Company Shareholders entitled to vote on or give consent to the Company Shareholders Approval (as defined below) have or will have entered into a Shareholder Support Agreement (the "Shareholder Support Agreement"), pursuant to which, among other things, (i) each such Company Shareholder agrees (a) to vote in favor of the Company Shareholders Approval, (b) to vote against any proposals that would impede the Transactions, and (c) not to transfer any Company Shares held by such Company Shareholder;

WHEREAS, concurrently with the execution and delivery of this Agreement or no later than immediately prior to the Initial Merger Effective Time, PubCo and certain Company Shareholders have or will have entered into a lock-up agreement in substantially the form attached hereto as Exhibit H ("Lock-Up Agreement"), pursuant to which, among other things, (i) each such Company Shareholder agrees not to sell, for the period specified in the Lock-Up Agreement, certain PubCo Ordinary Shares such Company Shareholder (as applicable) will receive in the Mergers, on the terms and subject to the conditions set forth in the Lock-Up Agreement;

WHEREAS, simultaneously with the Closing, PubCo, Sponsor, the Sponsor CB Investor and certain Company Shareholders shall have entered into an investor rights agreement (the "Investor Rights Agreement") in substantially the form attached hereto as Exhibit A, pursuant to which, among other things (a) PubCo shall commit to, within thirty (30) days after the Closing, file a resale shelf registration statement on Form F-1 that includes the PubCo Ordinary Shares, Sponsor or Company Shareholders will receive in the Mergers, (b) the Registration Rights Agreement, dated as of March 16, 2021, by and between SPAC and Sponsor, will be terminated as of the Closing and (c) each of Sponsor and such certain Company Shareholders agrees not to sell, for the period specified in the Investor Rights Agreement, certain PubCo Ordinary Shares such person will receive in the Mergers, on the terms and subject to the conditions set forth in the Investor Rights Agreement;

WHEREAS, simultaneously with the Closing, PubCo, SPAC and Continental Stock Transfer & Trust Company as the warrant agent (in such capacity, the "Warrant Agent") shall enter into an assignment, assumption and amendment agreement (the "Warrant Assignment, Assumption and Amendment Agreement ") in substantially the form attached hereto as Exhibit G, pursuant to which SPAC will assign to PubCo all of its rights, interests, and obligations in and under the Warrant Agreement (as defined below), which amends the Warrant Agreement to change all references to Warrants (as such term is defined therein) to PubCo Warrants (and all references to Ordinary Shares (as such term is defined therein) underlying such warrants to PubCo Ordinary Shares) and which causes each outstanding PubCo Warrant to represent the right to receive, from the Initial Merger Effective Time, one whole PubCo Ordinary Share;

WHEREAS, the sole director of PubCo (the "PubCo Board") has unanimously (i) determined that it is in the best interests of PubCo, to enter into this Agreement and to consummate the Mergers and the other Transactions, and (iii) determined that it is in the best interests of PubCo, as the sole shareholder of Merger Sub 1, to approve the Initial Merger and the Plan of Initial Merger;

WHEREAS, the board of directors of Merger Sub 1 has unanimously (i) determined that it is in the best interests of Merger Sub 1 to enter into this Agreement, the Plan of Initial Merger and to consummate the Mergers and the other Transactions, (ii) approved this Agreement, the Plan of Initial Merger and the other Transaction Documents, the execution, delivery and performance of this Agreement, the Plan of Initial Merger and the other Transaction Documents and the consummation of the Mergers and the other Transactions and (iii) determined that it is in the best interests of Merger Sub 1, as (a) the sole shareholder of Merger Sub 2 immediately prior to the consummation of the Second Merger and (b) the sole shareholder of the Company and Merger Sub 3 immediately prior to the consummation of the Third Merger, to approve the Second Merger, the Third Merger, the Plan of Second Merger and the Plan of Third Merger. Merger Sub 1 has adopted special resolutions of shareholder approving this Agreement, the Plan of Initial Merger and the Transactions;

WHEREAS, each of the board of directors of SPAC (the "SPAC Board"), the board of directors of Merger Sub 2, and the board of directors of Merger Sub 3 has unanimously (i) determined that it is in the best interests of SPAC, Merger Sub 2, and Merger Sub 3 respectively to enter into this Agreement, the Plan of Initial Merger, the Plan of Second Merger and the Plan of Third Merger (as applicable) and to consummate the Mergers and the other Transactions, (ii) approved this Agreement, the Plan of Initial Merger, the Plan of Second Merger and the Plan of Third Merger (as applicable) and the other Transaction Documents (as defined below), the execution, delivery and performance of this Agreement, the Plan of Initial Merger, the Plan of Second Merger and the Plan of Third Merger (as applicable) and the other Transaction Documents and the consummation of the Mergers and the other Transactions, and (iii) determined to recommend to the SPAC Shareholders, the approval and adoption of this Agreement, the Plan of Initial Merger, the other Transaction Documents, the Mergers and the other Transactions.

WHEREAS, prior to Closing, PubCo shall adopt the PubCo Articles with effect at the Initial Merger Effective Time in the form attached hereto as Exhibit F, which shall be the memorandum and articles of association of PubCo, until thereafter amended in accordance with the terms thereof and the Cayman Act; and

WHEREAS, the board of directors of the Company (the "Company Board") has (i) determined that it is in the best interests of the Company to enter into this Agreement, the Plan of Second Merger and the Plan of Third Merger and to consummate the Mergers and the other Transactions, (ii) approved, in accordance with the Company Articles, this Agreement, the Plan of Second Merger and the Plan of Third Merger and the other Transaction Documents, the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the Mergers and the other Transactions, (iii) determined to recommend to the Company Shareholders the approval and adoption of this Agreement, the Plan of Second Merger, the other Transaction Documents, the Mergers and the other Transactions and the approval of the amendment of the Company Articles in accordance with Section 2.04(d) consistent with the documents described in Section 2.03 and (iv) determined to submit the Plan of Third Merger to the sole shareholder of the Company upon consummation of the Second Merger (being Merger Sub 1) for its approval.

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

ARTICLE I

CERTAIN DEFINITIONS

Section 1.01 **Definitions**. As used herein, the following terms shall have the following meanings:

"Acceptable Confidentiality Agreement" means a confidentiality agreement that contains terms that are no less favorable in the aggregate to SPAC than those contained in the Confidentiality Agreement; provided, that such agreement and any related agreements shall not include any provision calling for any exclusive right to negotiate with such party or having the effect of prohibiting SPAC from satisfying its obligations under this Agreement.

"Acquisition Entities" means collectively, Company Acquisition Entities and SPAC Acquisition Entities.

"Action" means any charge, claim, action, complaint, petition, investigation, audit, inquiry, appeal, suit, litigation, lawsuit, arbitration or other similar proceeding initiated or conducted by a mediator, arbitrator or Governmental Authority, whether administrative, civil, regulatory or criminal, and whether at law or in equity, or otherwise under any applicable Law.

"Adjusted Fully Diluted Shares of Company" means the sum of (without duplication): (a) the aggregate number of Company Shares outstanding (on an as-converted basis) as of immediately prior to the Second Merger Effective Time (excluding Company Shares issuable or issued upon conversion of the Convertible Notes) and (b) the aggregate number of Company Shares underlying Company Options (assuming, for purposes of this calculation, that all such Company Options are unexpired, issued, outstanding and vested as of immediately prior to the Second Merger Effective Time, and are exercised on a fully paid basis).

"Affiliate" means, with respect to any Person, any other Person which, directly or indirectly, Controls, is Controlled by or is under common Control with such Person; provided, that, other than SPAC and its Subsidiaries (if any), none of the investment funds, trust (except for the Trust Account for the sole purpose of the release of the proceeds of the Trust Account set forth in Section 8.01) and pooled investment vehicles (and their respective portfolio companies) advised or managed by Persons Controlling, Controlled by or under common Control with Sponsor shall be deemed an Affiliate of Sponsor, SPAC or any of its Subsidiaries (or vice versa) for purposes of this Agreement.

"Anti-Corruption Laws" means, with respect to any Person, the anti-bribery and anti-corruption statutes applicable to such Person, including those of jurisdictions where such Person conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental body, agency or office in such jurisdictions including, without limitation, the Criminal Law and the Anti-Unfair Competition Law of the People's Republic of China, the United Kingdom Bribery Act 2010 and the United States Foreign Corrupt Practices Act of 1977, as amended.

"Anti-Money Laundering Laws" means, with respect to any Person, the applicable anti-money laundering statutes of jurisdictions where such Person conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency in such jurisdiction, including, without limitation, (i) the Anti-Money Laundering Law of the People's Republic of China, (ii) the Proceeds of Crime Act (as amended) of the Cayman Islands, the Terrorism Act (as amended) of the Cayman Islands, and (iii) the U.S. Currency and Foreign Transaction Reporting Act of 1970 and the USA PATRIOT Act, in each case, including the rules, regulations and applicable financial recordkeeping and reporting requirements promulgated thereunder and as amended from time to time.

"Benefit Plan" means any (a) "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA), program, policy, practice, Contract or other arrangement, including any compensation, severance, termination pay, deferred compensation, retirement, profit sharing, incentive, bonus, health, welfare, performance awards, share or share-related awards (including stock option, stock purchase, stock ownership, restricted stock unit, or other equity or equity-based compensation), disability, death benefit, life insurance, fringe benefits or other employee benefits or remuneration of any kind, and (b) any employment, indemnification, consulting, retention or stay-bonus agreement, severance, transaction or change-in control agreement, in each case, whether written, unwritten or otherwise, that is or has been sponsored, maintained, contributed to or required to be contributed to by any Group Company for the benefit of any current or former employee, director, commissioner or officer, consultant or contractor of the Group Companies in each case other than any statutory benefit plan mandated by Law.

"Business Combination" has the meaning given in the SPAC Articles.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City or the Cayman Islands, are authorized or required by Law to close.

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

"Company Accounts Date" means December 31, 2021.

"Company Acquisition Entities" means collectively, PubCo and Merger Sub 1.

"Company Acquisition Proposal" means, other than the Transactions and the Convertible Notes, any proposal or offer from any Person (other than SPAC) relating to, in one transaction or a series of transactions, whether by merger, consolidation, scheme of arrangement, business combination, reorganization, recapitalization, purchase or issuance of Equity Securities, purchase of assets, tender offer or otherwise, (a) any direct or indirect acquisition of 20% or more of the consolidated total assets of the Group Companies or assets to which 20% or more of the consolidated revenue of the Group Companies are attributable, (b) any direct or indirect acquisition of voting Equity Securities representing 20% or more of the voting power of the Company or of one or more Group Companies which comprise more than 20% of the consolidated total assets, revenues or earning power of the Group Companies taken as a whole, (c) any issuance by the Company of more than 20% of its voting Equity Securities, or (d) any combination of the foregoing.

"Company and PubCo Fundamental Warranties" means the warranties specified in Section 3.01 (Organization, Good Standing and Qualification), Section 3.02 (Capitalization and Voting Rights), Section 3.03 (Authorization), Section 3.04 (Consents; No Conflicts); Section 3.17 (Brokers), Section 5.01 (Organization, Good Standing, Corporate Power and Qualification), Section 5.02 (Capitalization and Voting Rights), Section 5.03 (Authorization) and Section 5.07 (Brokers).

"Company Articles" means the Amended and Restated Memorandum and Articles of Association of the Company, as may be further amended from time to time in accordance with the terms therein and herein.

"Company Exchange Ratio" means the quotient obtained by *dividing* (a) Second Merger Share Consideration by (b) the number of Adjusted Fully Diluted Shares of Company.

"Company Financial Statements" means collectively, the Existing Company Financing Statements and the Closing Company Financial Statements.

"Company Incentive Plans" means, collectively, (i) the Equity Incentive Plan of the Company; (ii) the Equity Incentive Plan #2 of the Company; (iii) the Equity Incentive Plan #3 of the Company; and (iv) the Equity Incentive Plan #4 of the Company, as amended from time to time, and each, individually, a "Company Incentive Plan".

"Company Material Adverse Effect" means any Event that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the business, assets and liabilities, results of operations or financial condition of the Group Companies, taken as a whole or (ii) the ability of any Group Company or any of the Company Acquisition Entities to consummate the Transactions; provided, that in no event would any of the following, individually or in the aggregate, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "Company Material Adverse Effect": (a) any change in applicable Laws, Taiwan IFRS, GAAP or IFRS or any interpretation thereof following the date of this Agreement; (b) any change in interest rates or economic, political, business or financial market conditions generally; (c) any action taken as expressly required by the terms of this Agreement or any other Transaction Documents or at the written request or with the written consent of SPAC; (d) any natural disaster (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences), epidemic or pandemic (including any action taken or refrained from being taken in response to COVID-19 or any COVID-19 Measures or any change in such COVID-19 Measures or interpretations following the date hereof), acts of nature or change in climate; (e) any acts of terrorism or war, the outbreak or escalation of hostilities, geopolitical conditions, local, national or international political conditions, riots or insurrections; (f) any failure in and of itself of any Group Company to meet any projections or forecasts; provided further that the exception in this clause (f) shall not prevent or otherwise affect a determination that any change, effect or development underlying such change has resulted in or contributed to a Company Material Adverse Effect; (g) any Events generally applicable to the industry or markets in which any Group Company operates; or (h) any worsening of the Events referred to in clauses (b), (d), (e) or (g) to the extent existing as of the date of this Agreement; provided, that in the case of each of clauses (b), (d), (e), (g) and (h), any such Event to the extent it disproportionately affects the Group Companies, taken as a whole, relative to other participants in the industries and geographies in which the Group Companies operate shall not be excluded from the determination of whether there is a Company Material Adverse Effect; provided, further, any Event that results in a material breach of the warranties set forth in Section 3.07(c) or Section 3.13(d) (disregarding, for such purpose, all materiality qualifiers therein and all disclosures made or deemed to have been made against such warranties) shall be deemed a Company Material Adverse Effect. Notwithstanding the foregoing, the failure to consummate a portion of any PIPE Investment shall not be deemed to be a Company Material Adverse Effect.

"Company Option" means an option to purchase Company Ordinary Shares granted under a Company Incentive Plan.

"Company Ordinary Shares" means ordinary shares of the Company, of a nominal or par value of US$0.10 each, as defined in the Company Articles.

"Company Preferred Shareholders Consent" means (i) a consent in writing by the holders of the Company Preferred Shares by (a) holders of at least 75% of the Company Series C Shares, (b) holders of at least 50% of the Company Pre-Series C Shares, and (c) holders of at least 50% of the Company Series B Shares, and (ii) a consent in writing by, or a resolution passed at a separate meeting of the Institutional Shareholders (as defined in the Company Articles) by Institutional Shareholders of more than 75% of the total shareholding of the Institutional Shareholders on a fully diluted and as converted basis.

"Company Preferred Shares" means, collectively, the Company Series B Shares, the Company Pre-Series C Shares and the Company Series C Shares.

"Company Pre-Series C Shares" means Pre-Series C Shares of the Company, of a nominal or par value of US$0.10 each, as defined in the Company Articles.

"Company Products" means diagnostic tracers and therapeutics for neurodegenerative diseases.

"Company Equityholder" means, collectively, the Company Shareholders and the holders of Company Options.

"Company Series B Shares" means Series B Preferred Shares of the Company, of a nominal or par value of US$0.10 each, as defined in the Company Articles.

"Company Series C Shares" means Series C Preferred Shares of the Company, of a nominal or par value of US$0.10 each, as defined in the Company Articles.

"Company Shareholder" means any holder of any Company Shares.

"Company Shareholders' Agreement" means the Company Shareholders' Agreement relating to the Company, dated as of September 24, 2021, as amended by the Addendum to Shareholders' Agreement and C-1 and C-2 Share Purchase Agreements dated November 16, 2021, as may be further amended from time to time in accordance with the terms therein and herein.

"Company Shares" means, collectively, the Company Ordinary Shares and the Company Preferred Shares.

"Company Transaction Bonus" means any change in control bonus, transaction bonus, retention bonus, termination or severance payment or payment relating to terminated options, warrants or other equity appreciation, phantom equity, profit participation or similar rights, and in any case, to be made to any current or former employee, independent contractor, director or officer of any Group Company pursuant to any agreement to which the Group Company is a party prior to the completion of the Transactions which become payable (including if subject to continued employment) as a result of the execution of this Agreement or the consummation of the Transactions.

"Company Transaction Expenses" means any out-of-pocket fees and expenses payable by the Company or the Company Acquisition Entities (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation and consummation of the Transactions, including (a) all fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers, including consultants and public relations firms, that are engaged by any Group Company or Company Acquisition Entity, (b) any and all filing fees payable by any Group Company or Company Acquisition Entity to the Governmental Authorities, in each case, in connection with the Transactions, with any such fees being paid first from the proceeds of the Convertible Notes until such proceeds have been fully exhausted, and (c) any Company Transaction Bonus; but, in each case, excluding any Transfer Taxes.

"Confidentiality Agreement" means the Confidentiality Agreement, dated as of September 26, 2022, by and between SPAC and the Company.

"Contract" means any legally binding written, oral or other agreement, contract, subcontract, lease, instrument, note, option, warranty, purchase order, license, sublicense, mortgage, guarantee, purchase order, insurance policy or commitment or undertaking of any nature that has any outstanding rights or obligations.

"Control" in relation to any Person means (a) the ownership of, or ability to direct the casting of, more than fifty percent (50%) of the total voting rights conferred by all the equity interests then in issue and conferring the right to vote at all general meetings of such Person, (b) the right to appoint or designate more than fifty percent (50%) of the members of board of directors or similar governing body of such Person, or (c) the ability to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise, and the terms "Controlled", "Controlling" and "under common Control with" shall be construed accordingly.

"COVID-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester, safety or similar Law, directive, guidelines or recommendations promulgated by any Governmental Authority.

"COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related or associated epidemics, pandemics or disease outbreaks.

"Disclosure Letter" means, as applicable, the Company Disclosure Letter and the SPAC Disclosure Letter.

"DTC" means The Depository Trust Company.

"Environmental Laws" means all Laws concerning pollution, the environment, natural resources, endangered or threatened species, Hazardous Materials, human health or safety.

"Equity Securities" means, with respect to any Person, any shares, capital stock, equity interests, membership interests, partnership interests or registered capital, joint venture or other ownership interests in such person and any options, warrants or other securities (for the avoidance of doubt, including debt securities) that are directly or indirectly convertible into, or exercisable or exchangeable for, such shares, capital stock, equity interests, membership interests, partnership interests or registered capital, joint venture or other ownership interests (whether or not such derivative securities are issued by such Person).

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"EUR" means the lawful currency of the member states of the European Union, which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

"Event" means any event, state of facts, development, change, circumstance, occurrence or effect.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"Export Control Laws" means, with respect to any Person, (i) all applicable U.S. import and export Laws (including those Laws under the authority of U.S. Departments of Commerce (Bureau of Industry and Security) codified at 15 CFR, Parts 700-799; Homeland Security (Customs and Border Protection) codified at 19 CFR, Parts 1-199; State (Directorate of Defense Trade Controls) codified at 22 CFR, Parts 103, 120-130; and Treasury (Office of Foreign Assets Control) codified at 31 CFR, Parts 500-599) and (ii) all comparable applicable Laws outside the United States.

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

"Government Official" means any (a) officer, agent, employee or any other person working in an official capacity on behalf of any (i) Governmental Authority, including any agency, department or instrumentality thereof, (ii) government-owned or government-controlled entity, or (iii) political party; and (b) candidate for government or political office.

"Governmental Authority" (i) any national, federal, state, provincial, local, municipal or foreign government or any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government, regulation or compliance, (ii) any public international organization (including an arbitral body), (iii) any agency, division, bureau, department or other sector of any government, entity or organization described in the foregoing clauses (i) or (ii) of this definition, or (iv) any company, business, enterprise, or other entity or instrumentality owned or controlled by any government, entity or organization described herein.

"Governmental Order" means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

"Group" or "Group Companies" means (i) prior to the Closing, the Company and its direct and indirect Subsidiaries, and (ii) from and after the Closing, PubCo and its direct and indirect Subsidiaries, and "Group Company" means any of the foregoing.

"Hazardous Material" means any substance that is listed, defined, designated, characterized, or classified as, or otherwise determined to be, hazardous, radioactive, toxic, a pollutant, a waste or a contaminant, or words of similar import, including any mixture or solution thereof, and specifically including chlorinated solvents, petroleum and all derivatives thereof or synthetic substitutes therefor, petroleum breakdown products, asbestos, asbestos-containing materials, mold, radon, flammable substances, explosive substances, urea formaldehyde foam insulation, polychlorinated biphenyls, per- and polyfluoroalkyl substances, and medical waste.

"HIPAA" means the United States Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (including the Standards for Privacy of Individually Identifiable Health Information, the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Electronic Transactions and Code Sets promulgated thereunder).

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

"IFRS" shall mean the International Financial Reporting Standards issued by the International Accounting Standards Board, as in effect from time to time.

"Indebtedness" means with respect to any Person, without duplication, any obligations, contingent or otherwise, in respect of (a) the principal of and premium (if any) in respect of all indebtedness for borrowed money, including accrued interest and any per diem interest accruals, (b) amounts drawn (including any accrued and unpaid interest) on letters of credit, bank guarantees, bankers' acceptances and other similar instruments (solely to the extent such amounts have actually been drawn), (c) the principal of and premium (if any) in respect of obligations evidenced by bonds, debentures, notes and similar instruments, (d) the termination value of interest rate protection agreements and currency obligation swaps, hedges or similar arrangements (without duplication of other indebtedness supported or guaranteed thereby), (e) the principal component of all obligations to pay the deferred and unpaid purchase price of property and equipment which have been delivered, including "earn outs" and "seller notes" but excluding payables arising in the Ordinary Course, (f) breakage costs, prepayment or early termination premiums, penalties, or other fees or expenses payable as a result of the consummation of the Transactions in respect of any of the items in the foregoing clauses (a) through (e), and (g) all Indebtedness of another Person referred to in clauses (a) through (f) above guaranteed directly or indirectly, jointly or severally.

"Initial Merger Consideration" means the right to receive the PubCo Ordinary Shares by the SPAC Shareholders pursuant to Section 2.02(f).

"Intellectual Property" means any and all worldwide right, title, and interest in and to intellectual property, including: (a) registered and unregistered trademarks, service marks, trade names, business names, trade dress, logos, get-up and other source identifier, including any common law rights, registrations and applications for the foregoing and all goodwill of the business symbolized thereby (collectively, "Trademarks"); (b) patents, patent applications, invention disclosures, inventions, discoveries, methods, processes, improvements, innovations, and utility models, whether or not patentable and whether or not reduced to practice, improvements thereto, and other rights of invention (collectively, "Patents"); (c) design rights, copyrights, copyrightable works, copyrightable subject matter, author's rights, moral rights and works of authorship, mask works, database rights, all registered and unregistered copyrights in both published works and unpublished works, other rights of authorship and exploitation, and any applications, registrations and renewals in connection therewith; (d) all computer databases, software, and subsequent versions thereof, including firmware, middleware, programs, operating systems, applications, modules, algorithms, user interfaces, screens, as well as fixes, upgrades, updates and past and future versions and releases, and all files, data, materials, manuals, design notes, and other items and documentation relating thereto or associated therewith (collectively, "Software"); (e) trade secrets, know-how, show-how, technical and business information, confidential or proprietary information, financial information, drawings and blueprints, designs, design protocols, specifications, proprietary data, customer and suppliers lists, proprietary processes, technology, formulae and algorithms (collectively, "Trade Secrets"); (f) all rights in URLs, websites, webpages, website content, and internet domain names; (g) all registrations, applications, provisionals, extensions, renewals, divisions, continuations, continuations-in-part, re-examinations, re-issues, interferences and foreign counterparts of the foregoing; (h) rights to exclude others from appropriating any of the foregoing, including the right to sue for, recover damages or other amounts for, and enjoin past, present and future infringements, misappropriation, misuse, or other violation of any of all of the foregoing and rights of priority and protection of interests therein; and (i) all other intellectual property (whether registered or unregistered and any application for the foregoing) and proprietary rights which may subsist in any part of the world (whether registered or filed or not under applicable Laws).

"Investment Company Act" means the United States Investment Company Act of 1940.

"IPO" means SPAC's initial public offering of SPAC Units, SPAC Class A Ordinary Shares and SPAC Public Warrants pursuant to a registration statement on Form S-1 declared effective by the SEC on March 11, 2021 (SEC File No.333-252633).

"IRS" means the United States Internal Revenue Service.

"IT Assets" means computer systems, including Software, hardware, firmware, networks, telecommunications equipment, websites, applications, databases and other information technology assets.

"JOBS Act" means The Jumpstart Our Business Startups Act of 2012 of the United States.

"Knowledge of SPAC" means the actual knowledge, after due inquiry, of Mr. Wilbur L. Ross, Jr., Nadim Z. Qureshi and Stephen J. Toy.

"Knowledge of the Company" means the actual knowledge, after due inquiry, of the persons listed in Section 1.01 of the Company Disclosure Letter.

"Law" means any statute, law, ordinance, rule, regulation or Governmental Order, in each case, of any Governmental Authority, or any provisions or interpretations of the foregoing, including general principles of common and civil law and equity.

"Liabilities" means debts, liabilities and obligations (including Taxes), whether accrued or fixed, absolute or contingent, matured or unmatured, deferred or actual, determined or determinable, known or unknown, including those arising under any law, action or Governmental Order and those arising under any Contract.

"Lien" means all liens, mortgages, claims, deeds of trust, pledges, hypothecations, charges, security interests, options, rights of first offer, rights of first refusal, leases, subleases, licenses, restrictions, title retention devices (including the interest of a seller or lessor under any conditional sale agreement or capital lease, or any financing lease having substantially the same economic effect as any of the foregoing), collateral assignments, claims or other encumbrances of any kind whether consensual, statutory or otherwise, and whether filed, recorded or perfected under applicable Law (including any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset, but in any event excluding restrictions under applicable securities Laws).

"Nasdaq" means the Nasdaq Stock Market LLC or a successor that is a national securities exchange registered under Section 6 of the Exchange Act.

"NYSE" means the New York Stock Exchange or a successor that is a national securities exchange registered under Section 6 of the Exchange Act.

"Ordinary Course" means, with respect to an action taken or refrained from being taken by a Person; provided, that (i) such action or omission is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person, including any reasonable actions taken or refrained from being taken in good faith in response to COVID-19, any COVID-19 Measures or any change in such COVID-19 Measures or interpretations and (ii) such action complies with, in all material respects, all applicable Laws.

"Organizational Documents" means, with respect to any Person, its certificate of incorporation and bylaws, memorandum and articles of association or similar organizational documents, in each case, as maybe amended from time to time in accordance with the terms therein.

"Outside Date" means the date falling (x) on the earlier of (i) the date by which SPAC must complete its initial business combination pursuant to its governing documents, as amended, including any extension thereto, (ii) nine (9) months from the date of this Agreement or (y) such other date as mutually agreed in writing by the Company and SPAC.

"Owned Intellectual Property" means any and all Intellectual Property owned or purported to be owned, in whole or in part, by the Group Companies.

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

"Permit" means any franchises, approvals, permits, consents, qualifications, certifications, authorizations, licenses, orders, registrations, certificates, identification numbers, variances or other similar permits, rights and all pending applications therefor from or with the relevant Governmental Authority or pursuant to applicable Law.

"Permitted Liens" means (a) mechanics', carriers', workmen's, repairmen's, materialmen's and similar Liens arising in the Ordinary Course with respect to any amounts (i) not yet due and payable or which are being contested in good faith through appropriate proceedings and (ii) for which adequate accruals or reserves have been established in accordance with applicable accounting principles, (b) rights of any third parties that are party to or hold an interest in any Contract to which a Group Company is a party, (c) Liens for Taxes (A) not yet due and payable or which are being contested in good faith through appropriate proceedings and (B) for which adequate accruals or reserves have been established in accordance with applicable accounting principles, (d) defects or imperfections of title, easements, encroachments, covenants, rights-of-way, conditions, matters that would be apparent from a physical inspection or current, accurate survey of such real property, restrictions and other similar charges or encumbrances that do not materially interfere with the present use of the Real Property, (e) with respect to any Real Property (i) the interests and rights of the respective lessors with respect thereto, including any statutory landlord liens and any Lien thereon, and (ii) any Liens encumbering the landlord's real property of which the Real Property is a part, in each case of clauses (i)-(ii), that do not materially interfere with the present use of the Real Property, (f) zoning, building, entitlement and other land use and Environmental Laws promulgated by any Governmental Authority that do not materially interfere with, and are not violated in any material respects by, the current use of the Real Property, (g) non-exclusive licenses of Intellectual Property entered into in the Ordinary Course, (h) Ordinary Course purchase money Liens and Liens securing rental payments under operating or capital lease arrangements for amounts not yet due or payable, (i) other Liens arising in the Ordinary Course and not incurred in connection with the borrowing of money and on a basis consistent with past practice in connection with workers' compensation, unemployment insurance or other types of social security, and (j) all other Liens existing as of the date hereof and listed on Section 3.12(a) of the Company Disclosure Letter.

"Person" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, trust, estate, joint venture, joint stock company, Governmental Authority or instrumentality or other entity of any kind.

"Personal Data" means (a) all data and information (whether true or not) that, whether alone or in combination with any other data or information, identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person, household, or device, or (b) all other data or information (whether true or not) that is otherwise protected by any Laws that cover personal information, personal data, personal health data, financial information, device and transaction identifiers, or similar terms.

"PFIC" means a "passive foreign investment company" within the meaning of Section 1297 of the Code.

"PIPE Investment" means the private placement of certain SPAC Class A Ordinary Shares immediately prior to the Initial Merger Effective Time or PubCo Ordinary Shares on or prior to the Closing Date, as applicable.

"Plan of Initial Merger" means the plan of merger substantially in the form attached hereto as Exhibit C and any amendment or variation thereto made in accordance with the provisions of the Cayman Act with the consent of the Company and SPAC.

"Plan of Second Merger" means the plan of merger substantially in the form attached hereto as Exhibit D and any amendment or variation thereto made in accordance with the provisions of the Cayman Act with the consent of the Company and SPAC.

"Plan of Third Merger" means the plan of merger substantially in the form attached hereto as Exhibit E and any amendment or variation thereto made in accordance with the provisions of the Cayman Act with the consent of the Company and SPAC.

"Proxy Statement" means the proxy statement forming part of the Joint Proxy Statement/Prospectus filed with the SEC, with respect to the SPAC Shareholders' Meeting and the Transactions, to be used for the purpose of soliciting proxies from SPAC Shareholders to approve the Transaction Proposals.

"PubCo Ordinary Shares" means ordinary shares of PubCo of a par value US$0.00001 each.

"Related Party" means (a) any member, shareholder or equity interest holder who, together with its Affiliates, directly or indirectly holds no less than 5% of the total outstanding share capital of any Group Company, (b) any director, commissioner or officer of any Group Company, in each case of clauses (a) and (b), excluding any Group Company.

"Release" means any release, spilling, leaking, pumping, pouring, discharging, emitting, emptying, escaping, leaching, injecting, dumping, abandonment, disposing or migrating into or through the indoor or outdoor environment.

"Representatives" of a Person means, collectively, officers, directors, employees, accountants, consultants, legal counsel, agents and other representatives of such Person or its Affiliates.

"Sanctioned Person" means a Person that is (i) subject to or the target of Sanctions (including any Person that is designated on the list of "Specially Designated Nationals and Blocked Persons" administered by the U.S. Treasury Department's Office of Foreign Assets Control, "Specially Designated Narcotics Traffickers List", "Specially Designated Terrorists List", "Specially Designated Global Terrorists List", or the Annex to Executive Order No. 13224; the Department of State's Debarred List; or any list of Persons subject to sanctions issued by the United Nations Security Council, HM Treasury of the United Kingdom, and the European Union), (ii) located in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including Cuba, Iran, North Korea, Syria, or the Crimea region, so-called Donetsk People's Republic or so-called Luhansk People's Republic regions of Ukraine), (iii) owned 50% (fifty percent) or more, or controlled, by any of the foregoing, or (iv) a Person with whom business transactions, including exports and imports, are otherwise restricted by Sanctions, including, in each clause above, any updates or revisions to the foregoing and any newly published rules.

"Sanctions" means, with respect to any Person, all applicable trade, economic and financial sanctions laws administered, enacted or enforced from time to time by (i) the United States (including the U.S. Treasury Department's Office of Foreign Assets Control and the U.S. Department of State), (ii) the United Nations, (iii) the United Kingdom (including His Majesty's Treasury), (iv) the People's Republic of China, (v) the European Union, or (vi) the Cayman Islands.

"Sarbanes-Oxley Act" means the United States Sarbanes-Oxley Act of 2002.

"SEC" means the United States Securities and Exchange Commission.

"Second Merger Consideration" means collectively, the Second Merger Share Consideration and the Second Merger CB Consideration.

"Second Merger Share Consideration" means 28,000,000 PubCo Ordinary Shares (each deemed to have a value of ten dollars (US$10.00)) issued in exchange for the Adjusted Fully Diluted Shares of the Company and calculated by *dividing* (a) US$280,000,000, *by* (b) ten dollars (US$10.00).

"Second Merger CB Consideration" means all of the PubCo Ordinary Shares receivable by the Convertible Note Holders.

"Securities Act" means the United States Securities Act of 1933, as amended.

"Shareholder Merger Consideration" means the Initial Merger Consideration and the Second Merger Consideration, as applicable.

"SPAC Accounts Date" means September 30, 2022.

"SPAC Acquisition Entities" means collectively, Merger Sub 2 and Merger Sub 3.

"SPAC Acquisition Proposal" means any proposal or offer from any Person (other than the Company and the Company Acquisition Entities) relating to, in one transaction or a series of transactions, any "initial business combination" as described under SPAC's initial public offering prospectus involving SPAC or all or a material portion of the assets, Equity Securities or businesses of SPAC (whether by merger, consolidation, recapitalization, purchase or issuance of equity securities, purchase of assets, tender offer or otherwise), other than the Transactions.

"SPAC Articles" means the Amended and Restated Memorandum of Association of SPAC, as adopted by special resolution dated March 1, 2021 and effective on March 1, 2021, as amended or restated from time to time.

"SPAC Class A Ordinary Shares" means Class A ordinary shares of SPAC, par value US$0.0001 per share, as defined in the SPAC Articles.

"SPAC Class B Ordinary Shares" means Class B ordinary shares of SPAC, par value US$0.0001 per share, as defined in the SPAC Articles.

"SPAC Fundamental Warranties" means the warranties specified in Section 4.01 (Organization, Good Standing, Corporate Power and Qualification), Section 4.02 (Capitalization and Voting Rights), Section 4.03 (Authorization), Section 4.04 (Consents; No Conflicts), Section 4.10 (Brokers), Section 6.01 (Organization, Good Standing, Corporate Power and Qualification), Section 6.02 (Capitalization and Voting Rights), Section 6.03 (Authorization) and Section 6.07 (Brokers).

"SPAC Material Adverse Effect" means any Event that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the business, assets and liabilities, results of operations or financial condition of SPAC or (ii) the ability of SPAC to consummate the Transactions; provided, that in no event would any of the following, individually or in the aggregate, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "SPAC Material Adverse Effect": (a) any change in applicable Laws or GAAP or any interpretation thereof following the date of this Agreement; (b) any change in interest rates or economic, political, business or financial market conditions generally; (c) any action taken as expressly required by the terms of this Agreement or any other Transaction Documents or at the written request or with the written consent of the Company or PubCo; (d) any natural disaster (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences), epidemic or pandemic, acts of nature or change in climate; (e) any acts of terrorism or war, the outbreak or escalation of hostilities, geopolitical conditions, local, national or international political conditions, riots or insurrections; (f) any change in the trading price or volume of the SPAC Units, SPAC Shares or SPAC Warrants (provided, that the underlying causes of such changes referred to in this clause (f) may be considered in determining whether there is a SPAC Material Adverse Effect except to the extent such cause is within the scope of any other exception within this definition); or (g) any worsening of the Events referred to in clauses (b), (d) or (e) to the extent existing as of the date of this Agreement; provided, that in the case of each of clauses (b), (d), (e) and (g), any such Event to the extent it disproportionately affects SPAC relative to other special purpose acquisition companies shall not be excluded from the determination of whether there is a SPAC Material Adverse Effect. Notwithstanding the foregoing, the amount of SPAC Share Redemption, the failure to consummate a portion of any PIPE Investment or the failure to obtain SPAC Shareholders Approval shall not be deemed to be a SPAC Material Adverse Effect.

"SPAC Ordinary Resolution" means a resolution passed by a simple majority of the holders of the SPAC Shares, such holders being entitled to vote in person or, where proxies are allowed, by proxy, at a SPAC Shareholders' Meeting duly called by the SPAC Board.

"SPAC Private Placement Warrants" means the 5,933,333 warrants sold to Sponsor in a private placement that closed simultaneously with the IPO.

"SPAC Public Warrants" means the warrants to purchase SPAC Class A Ordinary Shares included in the SPAC Units sold in the IPO.

"SPAC Securities" means, collectively, the SPAC Shares and the SPAC Warrants.

"SPAC Share Redemption" means the redemption of all or a portion of the SPAC Shares at a per share price, payable in cash, equal to a pro rata share of the aggregate amount on deposit in the Trust Account pursuant to the election of eligible holders thereof in accordance with the SPAC Articles in connection with the Transaction Proposals.

"SPAC Shareholder" means any holder of any SPAC Shares.

"SPAC Shareholders Approval" means (a) the approval of the Business Combination and this Agreement by a SPAC Ordinary Resolution, (b) the approval of the Plan of Initial Merger in respect of the Initial Merger and the Initial Merger by SPAC Special Resolution and (c) the approval of any other Transaction Proposals by a SPAC Ordinary Resolution.

"SPAC Shares" means, collectively, SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares.

"SPAC Special Resolution" means a resolution passed by a majority of at least two-thirds of the holders of the SPAC Shares, being entitled to do so, vote in person or, where proxies are allowed, by proxy, at the SPAC Shareholders' Meeting duly called by the SPAC Board of which notice specifying the intention the resolution as a special resolution has been duly given.

"SPAC Transaction Expenses" means any out-of-pocket fees and expenses paid or payable by SPAC or Sponsor (whether or not billed or accrued for) as a result of or in connection with (1) the negotiation, documentation and consummation of the Transactions, including (a) all fees (excluding deferred underwriting fees), costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers that are engaged by SPAC or Sponsor, including (i) any such amounts associated with obtaining the SPAC Extension or associated with SPAC's activities through such extended date in its Ordinary Course as permitted under Section 8.03, and (ii) any such amounts with respect to any applicable SPAC Shares held by any SPAC shareholder who chooses not to redeem their applicable SPAC Shares in connection with the SPAC Extension, (b) any and all filing fees to the Governmental Authorities, in each case, in connection with the Transactions; but, in each case, excluding any Transfer Taxes, and (c) such expenses or estimates set forth in Section 4.10 of the SPAC Disclosure Letter, solely to the extent actually incurred and not already included from (a) or (b) above, or (2) the fees for listing for trading of SPAC Class A Ordinary Shares, SPAC Warrants and SPAC Units on NYSE.

"SPAC Unit" means a unit issued in SPAC's IPO or the exercise of the underwriters' overallotment option consisting of one SPAC Class A Ordinary Share and one-third of a SPAC Warrant.

"SPAC Warrants" means, collectively, SPAC Private Placement Warrants and SPAC Public Warrants.

"Sponsor" means Ross Holding Company LLC, a Cayman Islands limited liability company.

"Sponsor CB Investor" means R Investments LLC, a Delaware limited liability company and an Affiliate of Sponsor.

"Subsidiary" means, with respect to a Person, an entity of which a majority of both the economic interests and voting interests is owned, directly or indirectly, by such Person and, in case of a limited partnership, limited liability company or similar entity, such Person is a general partner or managing member and has the power to direct the policies, management and affairs of such entity, respectively.

"Tax Returns" means any returns, declarations, computations, notices, statements, claims, reports, schedules, forms and information returns, including any attachment thereto or amendment thereof, required to be supplied to, or filed with, a Governmental Authority with respect to Taxes.

"Tax" or "Taxes" means all federal, state, local, foreign or other taxes or assessments, including all income, gross receipts, license, payroll, recapture, net worth, employment, excise, severance, stamp, occupation, premium, windfall profits, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, assessments, sales, use, transfer, registration, alternative or add-on minimum, or estimated taxes, governmental charges, duties, levies and any other charge in the nature of (or similar to) taxes, and including any interest, late charges, penalty, or addition thereto.

"Transaction Documents" means, collectively, this Agreement, the Confidentiality Agreement, the Equity Commitment Letter, the Sponsor Support Agreement, the Shareholder Support Agreement, the Investor Rights Agreement, the Lock-Up Agreement, the Warrant Assignment, Assumption and Amendment Agreement, the Initial Merger Filing Documents, the Second Merger Filing Documents, the Third Merger Filing Documents and any other agreements, documents or certificates entered into or delivered pursuant hereto or thereto, and the expression "Transaction Document" means any one of them.

"Transactions" means, collectively, the Mergers and each of the other transactions contemplated by this Agreement or any of the other Transaction Documents.

"Transfer Taxes" means any transfer, documentary, sales, use, real property, stamp, excise, recording, registration, value added and other similar Taxes, fees and costs (including any associated penalties and interest) incurred in connection with the Transactions.

"Treasury Regulations" means the regulations promulgated under the Code.

"Warrant Agreement" means the Warrant Agreement, dated as of March 16, 2021, by and between SPAC and the Warrant Agent.

Section 1.02 Other Definitions.

5% Shareholder	Section 9.05(b)
Agreement	Preamble
Articles of the Second Surviving Company	Section 2.04(d)
Warrant Assignment, Assumption and Amendment Agreement	Recitals
Cayman Act	Recitals
Change in Recommendation	Section 9.03(b)(ii)
Closing	Section 2.06
Closing Date	Section 2.06
Company	Preamble
Company Board	Recitals
Company Board Recommendation	Section 9.03(c)(ii)
Company Disclosure Letter	Article III
Company Dissenting Shares	Section 2.09(a)
Company Non-Recourse Party	Section 12.16
Company Shareholders Approval	Section 3.09
Company Shareholders' Meeting	Section 9.03(c)(i)
Convertible Note Conversion	Section 2.03
D&O Indemnified Parties	Section 7.05(a)
W&C	Section 12.18(a)
W&C Privileged Communications	Section 12.18(a)
W&C Waiving Parties	Section 12.18(a)
W&C WP Group	Section 12.18(a)
Exchange Agent	Section 2.08(a)
First Surviving Company	Section 2.02(a)
Initial Merger	Recitals
Initial Merger Effective Time	Section 2.02(c)
Initial Merger Filing Documents	Section 2.02(c)
Initial PubCo Holder	Recitals
Intended Tax Treatment	Recitals
Interim Period	Section 7.01
Investor Rights Agreement	Recitals
Material Contracts	Section 3.11(a)
Merger Sub 1	Preamble
Merger Sub 1 Share	Section 5.02(a)(ii)
Merger Sub 2	Preamble
Merger Sub 2 Share	Section 4.02(e)
Merger Sub 3	Preamble
Merger Sub 3 Share	Section 4.02(e)
Mergers	Recitals
Party or Parties	Preamble
Joint Proxy Statement/Prospectus	Section 9.03(a)(i)
PubCo	Preamble
PubCo Articles	Section 2.01(b)
PubCo Board	Recitals
PubCo Share(s)	Section 5.02(a)(i)
PubCo Warrant	Section 2.02(f)(iii)
Real Properties	Section 3.12(b)
Regulatory Approvals	Section 9.01(a)
Second Merger	Recitals
Second Merger Effective Time	Section 2.04(c)
Second Merger Filing Documents	Section 2.04(c)
Shareholder Litigation	Section 9.06
Second Surviving Company	Section 2.04(a)
Shareholder Support Agreement	Recitals
SPAC	Preamble
SPAC Board	Recitals
SPAC Board Recommendation	Section 9.03(b)(ii)
SPAC Disclosure Letter	Article IV
SPAC Financial Statements	Section 4.06(a)
SPAC Material Contract	Section 4.14
SPAC Non-Recourse Party	Section 12.16
SPAC SEC Filings	Section 4.12
SPAC Shareholders' Meeting	Section 9.03(b)(i)
Sponsor	Recitals
Sponsor Share Conversion	Section 2.01(a)
Sponsor Support Agreement	Recitals
Cooley	Section 12.18(b)
Cooley Privileged Communications	Section 12.18(b)
Cooley Waiving Parties	Section 12.18(b)
Cooley WP Group	Section 12.18(b)
Surviving Companies	Section 2.05(b)
Third Merger	Recitals
Third Merger Effective Time	Section 2.05(c)
Third Merger Filing Documents	Section 2.05(c)
Third Surviving Company	Section 2.05(a)
Transaction Proposals	Section 9.03(a)(i)
Trust Account	Section 12.01
Trust Agreement	Section 4.13
Trustee	Section 4.13
WARN Act	Section 3.15(a)
Warrant Agent	Recitals

Section 1.03 Construction.

(a) Unless the context of this Agreement otherwise requires or unless otherwise specified, (i) words of any gender shall be construed as masculine, feminine, neuter or any other gender, as applicable; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby," "herewith," "hereto" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement; (v) the terms "Schedule" or "Exhibit" refer to the specified Schedule or Exhibit of this Agreement; (vi) the words "including," "included," or "includes" shall mean "including, without limitation;" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (vii) the word "extent" in the phrase "to the extent" means the degree to which a subject or thing extends and such phrase shall not simply mean "if;" (viii) the word "or" shall be disjunctive but not exclusive; (ix) the word "will" shall be construed to have the same meaning as the word "shall"; (x) unless the context otherwise clearly indicates, each defined term used in this Agreement shall have a comparable meaning when used in its plural or singular form; (xi) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (xii) references to "written" or "in writing" include in electronic form; and (xiii) a reference to any Person includes such Person's predecessors, successors and permitted assigns;

(b) Unless the context of this Agreement otherwise requires, 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.

(c) References to "US$" or "dollars" are to the lawful currency of the United States of America.

(d) Whenever this Agreement refers to a number of days or months, such number shall refer to calendar days or months unless Business Days are expressly specified. Time periods within or following which any payment is to be made or act is to be done under this Agreement shall be calculated by excluding the calendar day on which the period commences and including the calendar day on which the period ends, and by extending the period to the next following Business Day if the last calendar day of the period is not a Business Day.

(e) All accounting terms used in this Agreement and not expressly defined in this Agreement shall have the meanings given to them under GAAP (with respect to SPAC) and Taiwan IFRS (with respect to the Existing Company Financial Statements) and GAAP (with respect to the 2021 Management Financial Statements and the Closing Company Financial Statements).

(f) Unless the context of this Agreement otherwise requires, references to the Company (i) with respect to periods following the Second Merger Effective Time shall be construed to mean the Second Surviving Company and vice versa and (ii) with respect to periods following the Third Merger Effective Time shall be construed to mean the Third Surviving Company and vice versa.

(g) The table of contents and the section and other headings and subheadings contained in this Agreement and the Exhibits hereto are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement or any Exhibit hereto.

(h) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(i) Capitalized terms used in the Exhibits and the Disclosure Letters and not otherwise defined therein have the meanings given to them in this Agreement.

(j) With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same has been mutually negotiated, prepared and drafted, and if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which the Parties actually prepared, drafted or requested any term or condition of this Agreement.

ARTICLE II

TRANSACTIONS; CLOSING

Section 2.01 Pre-Closing Transactions.

(a) SPAC Share Redemption. In accordance with the relevant provisions of the SPAC Articles, SPAC shall provide its shareholders with the information necessary for the SPAC Shareholders to exercise their redemption rights in connection with the SPAC Share Redemption, which redemption notices must be received by the Exchange Agent (as defined in Section 2.08 herein) no later than two business days prior to the SPAC Shareholders' Meeting (as defined in Section 9.03(b) herein).

(b) SPAC Class B Conversion. On the Business Day prior to the Closing Date and prior to the Initial Merger, each then issued and outstanding SPAC Class B Ordinary Share, after giving effect to the cancellation of the SPAC Shares held by Sponsor pursuant to the Sponsor Support Agreement, shall convert automatically, on a one-for-one basis, into a SPAC Class A Ordinary Share (the "Sponsor Share Conversion").

(c) PubCo Organizational Documents. At the Initial Merger Effective Time, PubCo's Organizational Documents, as in effect immediately prior to the Initial Merger Effective Time, shall be amended and restated to read in their entirety in the form of the amended and restated memorandum and articles of association of PubCo attached hereto as Exhibit F (the "PubCo Articles"), and, as so amended and restated, shall be the memorandum and articles of association of PubCo, until thereafter amended in accordance with the terms thereof and the Cayman Act.

Section 2.02 The Initial Merger.

(a) Initial Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the Plan of Initial Merger and Part XVI of the Cayman Act, on the Business Day prior to the Closing Date, after the completion of the Sponsor Share Conversion and after giving effect to the cancellation of the SPAC Shares held by Sponsor pursuant to the Sponsor Support Agreement, and at the Initial Merger Effective Time, Merger Sub 1 and SPAC shall consummate the Initial Merger, pursuant to which SPAC shall merge with and into Merger Sub 1, following which the separate corporate existence of SPAC shall cease, and Merger Sub 1 shall continue as the surviving company after the Initial Merger as a wholly-owned subsidiary of PubCo (the "First Surviving Company").

(b) Effect of the Initial Merger. At and after the Initial Merger Effective Time, the Initial Merger shall have the effects set forth in this Agreement, the Plan of Initial Merger and the applicable provisions of the Cayman Act. Without limiting the generality of the foregoing, and subject thereto, at the Initial Merger Effective Time, all the property, rights, privileges, agreements, powers and franchises, Liabilities and duties of SPAC and Merger Sub 1 shall vest in and become the property, rights, privileges, agreements, powers and franchises, Liabilities and duties of the First Surviving Company as the surviving company, which shall include the assumption by the First Surviving Company of any and all agreements, covenants, duties and obligations of SPAC and Merger Sub 1 set forth in this Agreement and the other Transaction Documents to which SPAC or Merger Sub 1 is a party, and the First Surviving Company shall thereafter exist as a wholly-owned subsidiary of PubCo and the separate corporate existence of SPAC shall cease.

(c) Execution and Filing of Initial Merger Filing Documents. Immediately following the completion of the Sponsor Share Conversion and on the Business Day prior to the Closing Date, subject to the satisfaction or waiver of all of the conditions set forth in this Agreement (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), and provided this Agreement has not theretofore been terminated pursuant to its terms, SPAC and Merger Sub 1 shall execute and cause to be filed with the Registrar of Companies of the Cayman Islands, the Plan of Initial Merger and such other documents as may be required in accordance with the applicable provisions of the Cayman Act or by any other applicable Law to make the Initial Merger effective (collectively, the "Initial Merger Filing Documents"). The Initial Merger shall become effective at the time when the Plan of Initial Merger has been registered by the Registrar of Companies of the Cayman Islands or at such later time as may be agreed by the Company and SPAC in writing and specified in the Plan of Initial Merger pursuant to the Cayman Act (being not later than the 90th day after registration of the Plan of Initial Merger by the Registrar of Companies of the Cayman Islands) (the "Initial Merger Effective Time").

(d) Organizational Documents of Merger Sub 1. At the Initial Merger Effective Time, the Organizational Documents of Merger Sub 1, as in effect immediately prior to the Initial Merger Effective Time, shall continue to be the memorandum and articles of association of the First Surviving Company as the surviving company of the Initial Merger, until thereafter amended in accordance with the terms thereof and the Cayman Act.

(e) Directors and Officers of Merger Sub 1. At the Initial Merger Effective Time, the board of directors and officers of Merger Sub 1 and SPAC shall cease to hold office, and the board of directors and officers of the First Surviving Company shall be appointed as determined by PubCo, each to hold office in accordance with the Articles of Merger Sub 1 until they are removed or resign in accordance with the Articles of the First Surviving Company or until their respective successors are duly elected or appointed and qualified.

(f) Effect of the Initial Merger on Issued Securities of SPAC and Merger Sub 1. At the Initial Merger Effective Time, by virtue of and as part of the agreed consideration for the Initial Merger and without any action on the part of any Party or the holders of shares of SPAC or Merger Sub 1:

(i) SPAC Units. Each SPAC Unit outstanding immediately prior to the Initial Merger Effective Time shall (to the extent not already separated) be automatically severed and the holder thereof shall be deemed to hold one SPAC Class A Ordinary Share and one-third of a SPAC Warrant in accordance with the terms of the applicable SPAC Unit, which underlying SPAC Securities shall be treated in accordance with the applicable terms of this Section 2.02(f);

(ii) SPAC Shares. Immediately following the separation of each SPAC Unit in accordance with Section 2.02(f)(i), each issues and outstanding SPAC Class A Ordinary Share shall automatically be cancelled in exchange for the right to receive one (1) newly issued PubCo Ordinary Share, and shall no longer be issued and outstanding and be cancelled and cease to exist by virtue of the Initial Merger. As of the Initial Merger Effective Time, each SPAC Shareholder shall cease to have any other rights in and to SPAC;

(iii) SPAC Warrants. Each SPAC Warrant outstanding immediately prior to the Initial Merger Effective Time shall be assumed by PubCo and converted into a warrant to purchase one PubCo Ordinary Share (each, a "PubCo Warrant"). Each PubCo Warrant shall continue to have and be subject to substantially the same terms and conditions as were applicable to such SPAC Warrant immediately prior to the Initial Merger Effective Time (including any repurchase rights and cashless exercise provisions) in accordance with the provisions of the Warrant Assignment, Assumption and Amendment Agreement;

(iv) Merger Sub 1 Share. The Merger Sub 1 Share issued and outstanding immediately prior to the Initial Merger Effective Time shall continue existing and constitute the only issued and outstanding share in the capital of Merger Sub 1; and

(v) PubCo Share. The PubCo Share that was issued and outstanding immediately prior to the Initial Merger Effective Time shall be surrendered by the Initial PubCo Holder to PubCo for no consideration and cancelled by PubCo.

(g) Extension of Initial Merger Effective Time. The Parties agree that the Initial Merger Effective Time may be extended with the prior written consent of the Parties as deemed necessary to comply with or take account of applicable Law, or as may otherwise be agreed in writing by the Parties; provided that any such extension of the Initial Merger Effective shall be accompanied by changes to the effective time of the other transactions contemplated by this Agreement to ensure that: (i) the Initial Merger Effective Time takes place prior to the conversion of the Convertible Notes, (ii) the conversion of the Convertible Notes takes place prior to the Second Merger Effective Time, and (iii) the Second Merger Effective Time takes place prior to the Third Merger Effective Time.

Section 2.03 Convertible Note Conversion. On the Closing Date and prior to the Second Merger, each Convertible Note will convert into Company Ordinary Shares pursuant to the terms and conditions thereof (the "Convertible Note Conversion").

Section 2.04 The Second Merger.

(a) Second Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the Plan of Second Merger and Part XVI of the Cayman Act, on the Closing Date, after the conversion of the Convertible Notes into Company Shares, and at the Second Merger Effective Time, Merger Sub 2 and the Company shall consummate the Second Merger, pursuant to which Merger Sub 2 shall merge with and into the Company, following which the separate corporate existence of Merger Sub 2 shall cease and the Company shall continue as the surviving company after the Second Merger as a wholly-owned subsidiary of the First Surviving Company (the "Second Surviving Company").

(b) Effect of the Second Merger. At and after the Second Merger Effective Time, the Second Merger shall have the effects set forth in this Agreement, the Plan of Second Merger and the applicable provisions of the Cayman Act. Without limiting the generality of the foregoing, and subject thereto, at the Second Merger Effective Time, all the property, rights, privileges, agreements, powers and franchises, Liabilities and duties of the Company and Merger Sub 2 shall vest in and become the property, rights, privileges, agreements, powers and franchises, Liabilities and duties of the Second Surviving Company as the surviving company, which shall include the assumption by the Second Surviving Company of any and all agreements, covenants, duties and obligations of the Company and Merger Sub 2 set forth in this Agreement and the other Transaction Documents to which the Company or Merger Sub 2 is a party, and the Second Surviving Company shall thereafter exist as a wholly-owned subsidiary of the First Surviving Company and the separate corporate existence of Merger Sub 2 shall cease.

(c) Execution and Filing of Second Merger Filing Documents. At the Closing, and immediately after the conversion of the Convertible Notes into Company Shares, subject to the satisfaction or waiver of all of the conditions set forth in this Agreement, and provided this Agreement has not theretofore been terminated pursuant to its terms, the Company and Merger Sub 2 shall execute and cause to be filed with the Registrar of Companies of the Cayman Islands the Plan of Second Merger and such other documents as may be required in accordance with the applicable provisions of the Cayman Act or by any other applicable Law to make the Second Merger effective (the "Second Merger Filing Documents"). The Second Merger shall become effective at the time when the Plan of Second Merger has been registered by the Registrar of Companies of the Cayman Islands or at such later time as may be agreed by the Company and SPAC in writing and specified in the Plan of Second Merger pursuant to the Cayman Act (being not later than the 90th day after registration of the Plan of Second Merger by the Registrar of Companies of the Cayman Islands) (the "Second Merger Effective Time").

(d) Organizational Documents of the Surviving Company. At the Second Merger Effective Time, the Company Articles in effect immediately prior to the Second Merger Effective Time shall be amended and restated in the form of the amended and restated memorandum and articles of association of the Company attached hereto as Exhibit B (the "Articles of the Second Surviving Company"), and, as so amended and restated, shall be the memorandum and articles of association of the Second Surviving Company, until thereafter amended in accordance with the terms thereof and the Cayman Act.

(e) Directors and Officers of the Surviving Company. At the Second Merger Effective Time, the board of directors and officers of Merger Sub 2 shall cease to hold office, and the board of directors and officers of the Second Surviving Company shall be appointed as determined by the First Surviving Company, each to hold office in accordance with the Articles of the Second Surviving Company until they are removed or resign in accordance with the Articles of the Second Surviving Company or until their respective successors are duly elected or appointed and qualified.

(f) Effect of the Second Merger on Issued Securities of the Company and Merger Sub 2. At the Second Merger Effective Time, by virtue of and as part of the agreed consideration for the Second Merger and without any action on the part of any Party or the holders of securities of the Company or Merger Sub 2:

(i) Company Ordinary Shares and Company Preferred Shares. Each Company Ordinary Share, including the Company Ordinary Shares issued upon conversion of the Convertible Notes, and Company Preferred Share (on an as-converted basis), issued and outstanding immediately prior to the Second Merger Effective Time (other than any Company Dissenting Shares) shall automatically be cancelled in exchange for the right to receive, such number of newly issued PubCo Ordinary Shares that is equal to the Company Exchange Ratio, subject to rounding pursuant to Section 2.08(f), and shall no longer be outstanding and be cancelled and cease to exist by virtue of the Second Merger. As of the Second Merger Effective Time, each Company Shareholder shall cease to have any other rights in and to the Company or the Second Surviving Company;

(ii) Company Dissenting Shares. Each Company Dissenting Share shall automatically be cancelled and cease to exist and shall thereafter represent only the right to receive the applicable payments as set forth in Section 2.09 below, being the fair value for such Company Dissenting Share and such other rights as such holder may be entitled under the Cayman Act;

(iii) Merger Sub 2 Share. The Merger Sub 2 Share issued and outstanding immediately prior to the Second Merger Effective Time shall automatically be converted into one ordinary share of the Second Surviving Company, which ordinary share shall constitute the only issued and outstanding share in the share capital of the Second Surviving Company; and

(iv) Company Options. Each Company Option that is outstanding immediately prior to the Second Merger Effective Time, and held by a then-current employee, consultant or director of the Company or any of its Subsidiaries (each, a "Continuing Employee Option") shall be converted into the right to receive an option, granted in substitution of each such Company Option under the Incentive Equity Plan, to purchase PubCo Ordinary Shares (each a "PubCo Substitute Option") upon substantially the same terms and conditions as are in effect with respect to such Company Option immediately prior to the Second Merger Effective Time, including with respect to vesting and termination-related terms, conditions and provisions, except that (a) such PubCo Substitute Option shall provide the right to purchase that whole number of PubCo Ordinary Shares (rounded down to the nearest whole share) equal to the number of Company Ordinary Shares subject to such Company Option, multiplied by the Company Exchange Ratio, and (b) the exercise price per share for each such PubCo Substitute Option shall be equal to the exercise price per share of such Company Option in effect immediately prior to the Second Merger Effective Time, divided by the Company Exchange Ratio (the exercise price per share, as so determined, being rounded up to the nearest full cent); provided, that the conversion of the Company Options will be made in a manner consistent with Treasury Regulation Sections 1.424-1, such that such substitution will not constitute a "modification" of such Company Options for purposes of Section 409A or Section 424 of the Code. As of the Second Merger Effective Time, each Company Option that is not a Continuing Employee Option shall be cancelled, and each holder of any Company Options shall cease to have any rights with respect to such Company Options (other than the right to receive the PubCo Substitute Options in accordance with the preceding sentence). The Company, the Company Board, and the compensation committee, as applicable, shall adopt any resolutions and take any other necessary actions, effective as of immediately prior to the Second Merger Effective Time, in order to (i) terminate the Company Incentive Plans (including any remaining share reserve under such Company Incentive Plans) and provide that shares in respect of Company Options that for any reason become re-eligible for future issuance, shall be cancelled, and (ii) provide that no new Company Options will be granted under the Company Incentive Plans.

(g) Extension of Second Merger Effective Time. The Parties agree that the Second Merger Effective Time may be extended with the prior written consent of the Parties as deemed necessary to comply with or take account of applicable Law, or as may otherwise be agreed in writing by the Parties; provided that any such extension of the Second Merger Effective shall be accompanied by changes to the effective time of the other transactions contemplated by this Agreement to ensure that: (i) the Initial Merger Effective Time takes place prior to the conversion of the Convertible Notes, (ii) the conversion of the Convertible Notes takes place prior to the Second Merger Effective Time, and (iii) the Second Merger Effective Time takes place prior to the Third Merger Effective Time.

Section 2.05 The Third Merger.

(a) Third Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the Plan of Third Merger and Part XVI of the Cayman Act, on the Closing Date, after the completion of the Second Merger, and at the Third Merger Effective Time, Merger Sub 3 and the Second Surviving Company shall consummate the Third Merger, pursuant to which the Second Surviving Company shall merge with and into Merger Sub 3, following which the separate corporate existence of the Second Surviving Company shall cease and Merger Sub 3 shall continue as the Surviving Company after the Third Merger (the "Third Surviving Company," and collectively with the First Surviving Company and the Second Surviving Company, the "Surviving Companies").

(b) Effect of the Third Merger. At and after the Third Merger Effective Time, the Third Merger shall have the effects set forth in this Agreement, the Plan of Third Merger and the applicable provisions of the Cayman Act. Without limiting the generality of the foregoing, and subject thereto, at the Third Merger Effective Time, all the property, rights, privileges, agreements, powers and franchises, Liabilities and duties of the Second Surviving Company and Merger Sub 3 shall vest in and become the property, rights, privileges, agreements, powers and franchises, Liabilities and duties of the Third Surviving Company as the surviving entity, which shall include the assumption by the Third Surviving Company of any and all agreements, covenants, duties and obligations of the Second Surviving Company and Merger Sub 3 set forth in this Agreement and the other Transaction Documents to which the Second Surviving Company or Merger Sub 3 is a party, and the Third Surviving Company shall thereafter exist as a wholly-owned subsidiary of the First Surviving Company and the separate corporate existence of the Second Surviving Company shall cease.

(c) Execution and Filing of Third Merger Filing Documents. On the Closing Date, and immediately after the Second Merger Effective Time, subject to the satisfaction or waiver of all of the conditions set forth in this Agreement (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), and provided this Agreement has not theretofore been terminated pursuant to its terms, the Second Surviving Company and Merger Sub 3 shall execute and cause to be filed with the Registrar of Companies of the Cayman Islands the Plan of Third Merger and such other documents as may be required in accordance with the applicable provisions of the Cayman Act or by any other applicable Law to make the Third Merger effective (the "Third Merger Filing Documents"). The Third Merger shall become effective at the time when the Plan of Third Merger has been registered by the Registrar of Companies of the Cayman Islands or at such later time as may be agreed by the Company and SPAC in writing and specified in the Plan of Third Merger pursuant to the Cayman Act (being not later than the 90th day after registration of the Plan of Third Merger by the Registrar of Companies of the Cayman Islands) (the "Third Merger Effective Time").

(d) Organizational Documents of the Surviving Company. At the Third Merger Effective Time, the memorandum and articles of association of the Second Surviving Company adopted pursuant to the Second Merger shall be the memorandum and articles of association of the Third Surviving Company until thereafter amended in accordance with the terms thereof and the Cayman Act.

(e) Directors and Officers of the Surviving Company. At the Third Merger Effective Time, the board of directors and officers of Merger Sub 3 shall cease to hold office, and the board of directors and officers of the Third Surviving Company appointed pursuant to the Second Merger shall remain in office in accordance with the Articles of the Second Surviving Company until they are removed or resign in accordance with the Articles of the Second Surviving Company or until their respective successors are duly elected or appointed and qualified.

(f) Effect of the Third Merger on Issued Securities of the Second Surviving Company and Merger Sub 3 At the Third Merger Effective Time, by virtue of and as part of the agreed consideration for the Third Merger and without any action on the part of any Party or the holders of securities of the Second Surviving Company or Merger Sub 3:

(i) Second Surviving Company Ordinary Share. The ordinary share of the Second Surviving Company issued and outstanding immediately prior to the Third Merger Effective Time shall be cancelled and cease to exist by virtue of the Third Merger; and

(ii) Merger Sub 3 Share. The Merger Sub 3 Share issued and outstanding immediately prior to the Third Merger Effective Time shall continue existing and constitute the only issued and outstanding share in the capital of Merger Sub 3.

(g) Extension of Third Merger Effective Time. The Parties agree that the Third Merger Effective Time may be extended with the prior written consent of the Parties as deemed necessary to comply with or take account of applicable Law, or as may otherwise be agreed in writing by the Parties; provided that any such extension of the Third Merger Effective shall be accompanied by changes to the effective time of the other transactions contemplated by this Agreement to ensure that: (i) the Initial Merger Effective Time takes place prior to the conversion of the Convertible Notes, (ii) the conversion of the Convertible Notes takes place prior to the Second Merger Effective Time, and (iii) the Second Merger Effective Time takes place prior to the Third Merger Effective Time.

Section 2.06 Closing. In accordance with the terms and subject to the conditions of this Agreement, the closing of the Mergers and the other Transactions contemplated by this Agreement to occur or become effective in connection therewith (including all Transactions contemplated to occur or become effective at the Closing, the "Closing") shall take place remotely by exchange of electronic documents and signatures in accordance with Section 12.09 on the date which is three (3) Business Days after the first date on which all conditions set forth in Article X shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof), or at such other time and place or in such other manner as shall be agreed upon by SPAC and the Company in writing. The date on which the Closing actually occurs is referred to in this Agreement as the "Closing Date".

Section 2.07 Closing Deliverables. At the Closing:

(a) The Company shall deliver or cause to be delivered to SPAC and Sponsor:

(i) a surrender letter with respect to the PubCo Share, duly executed by the Initial PubCo Holder;

(ii) a certificate signed by a duly authorized signatory of the Company, dated as of the Closing Date, certifying that the conditions specified in Section 10.01 and Section 10.02 have been fulfilled (other than any such condition that has been duly waived by SPAC); and

(iii) the Investor Rights Agreement, duly executed by the applicable Company Shareholders.

(b) SPAC and Sponsor shall deliver or cause to be delivered to the Company:

(i) a certificate signed by a duly authorized signatory of SPAC, dated as of the Closing Date, certifying that the conditions specified in Section 10.01 and Section 10.03 have been fulfilled (other than any such condition that has been duly waived by the Company); and

(ii) the Investor Rights Agreement, duly executed by Sponsor and Sponsor CB Investor.

(c) PubCo shall deliver or cause to be delivered to SPAC and Sponsor:

(i) a copy of the resolutions of the PubCo Board, certified by an authorized signatory of PubCo, evidencing the authorization by the PubCo Board of the execution, delivery and performance of this Agreement and the other Transaction Documents to which PubCo is a party and the consummation of the transactions contemplated hereby and thereby, including the approval of the surrender of the PubCo Share by the Initial PubCo Holder and the cancellation of such PubCo Share, in each case effective no later than the Closing;

(ii) a copy of the updated register of directors of PubCo, dated as of the Closing Date and certified by an authorized signatory of PubCo, evidencing the composition of the PubCo Board as set forth in Section 7.04;

(iii) a copy of the updated register of members of PubCo, dated as of the Closing Date and certified by an authorized signatory of PubCo, evidencing the surrender of the PubCo Share from the Initial PubCo Holder to PubCo and cancellation of the PubCo Share; and

(d) Pursuant to the signed instruction letter delivered to the Trustee by SPAC or its successor in interest, Trustee shall pay to the redeeming SPAC Shareholders a per share price, payable in cash, equal to a pro rata share of the aggregate amount on deposit in the Trust Account pursuant to the election of such eligible former SPAC Shareholders.

(e) PubCo, after receiving the proceeds from the Trust Account in accordance with Section 8.01, shall pay or cause to be paid by wire transfer of immediately available funds (i) all accrued and unpaid Company Transaction Expenses and (ii) all accrued and unpaid SPAC Transaction Expenses, each as set forth on a written statement to be delivered to PubCo by or on behalf of the Company and SPAC, respectively. Such written statement shall be delivered to PubCo not less than five (5) Business Days prior to the Closing Date and shall include the respective amounts and wire transfer instructions for the payment thereof.

Section 2.08 Disbursement of Shareholder Merger Consideration.

(a) Prior to the Initial Merger Effective Time, PubCo shall appoint Continental Stock Transfer & Trust Company as exchange agent, or another exchange agent reasonably acceptable to SPAC and the Company (in such capacity, the "Exchange Agent"), for the purpose of distributing to each Company Equityholder (including Convertible Note Holders) and SPAC Shareholder the Shareholder Merger Consideration payable to such Company Equityholder (including Convertible Note Holders) or SPAC Shareholder (as applicable).

(b) At the Closing, PubCo shall instruct the Exchange Agent to deliver, in each case subject to any applicable restrictions imposed by the Transaction Documents or applicable Law, the Second Merger Consideration to the Company Shareholders pursuant to this Article II, and to deliver the amount of any such dividends or other distributions with a record date after the Second Merger Effective Time or the Initial Merger Effective Time, as applicable, theretofore paid with respect to such Second Merger Consideration.

(c) Notwithstanding any other provision of this Section 2.08, any obligation on PubCo under this Agreement to issue PubCo Ordinary Shares to (i) SPAC Shareholders entitled to receive PubCo Ordinary Shares, or (ii) Company Equityholders entitled to receive PubCo Ordinary Shares shall be satisfied by PubCo instructing the Exchange Agent to deliver such PubCo Ordinary Shares in accordance with Section 2.08(b), to the extent and effect that each SPAC Shareholder and Company Equityholder shall hold such PubCo Ordinary Shares in book-entry form or through a holding of depositary receipts and the DTC or its nominee or the relevant clearing service or issuer of depositary receipts (or their nominees, as the case may be) will be the holder of record of such PubCo Ordinary Shares.

(d) After the Initial Merger Effective Time, the register of members of SPAC shall be closed, and thereafter there shall be no further registration on the register of members of SPAC of transfers of SPAC Shares that were issued and outstanding immediately prior to the Initial Merger Effective Time. After the Second Merger Effective Time, the register of members of the Company shall be closed, and thereafter there shall be no further registration on the register of members of the Surviving Company of transfers of Company Shares that were issued and outstanding immediately prior to the Second Merger Effective Time.

(e) Notwithstanding anything to the contrary contained herein, none of the First Surviving Company, Second Surviving Company, Third Surviving Company, PubCo or any other Party or any Representative of any of the foregoing shall be liable to any Person for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(f) Notwithstanding anything to the contrary contained herein, no fraction of a PubCo Ordinary Share will be issued by virtue of the Mergers or the other Transactions, and each Person who would otherwise be entitled to a fraction of a PubCo Ordinary Share (after aggregating all fractional PubCo Ordinary Shares that otherwise would be received by such holder) shall instead have the number of PubCo Ordinary Shares issued to such Person rounded down to the nearest whole PubCo Ordinary Share.

(g) The Parties shall procure that any evidence or certificate of the PubCo Ordinary Shares issued to any Company Equityholder who have signed the Lock-Up Agreement shall bear a legend substantially identical to the following:

> "Other than pursuant to the Lock-Up Agreement (as defined in the Business Combination Agreement), the shareholder shall not (i) lend, sell, offer to sell, contract or agree to sell, hypothecate, pledge or otherwise encumber, grant any option or warrant to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, with respect to the securities, (ii) enter into any swap or other arrangement that transfers to another person, in whole or in part, any of the economic consequences of ownership of the securities, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction, including the filing of a registration statement specified in clause (i) or (ii) (the actions specified in clauses (i)-(iii), collectively, "Transfer") for the period beginning on the Closing Date (as defined in the Business Combination Agreement) and pending on the earlier of (x) the date that is 180 days after the Closing (as defined in the Business Combination Agreement) and (y) Liquidation Event Date (such period, the "Lock-Up Period").
>
> Notwithstanding the foregoing, in the case of any conflict between the terms hereof and the terms in any Lock-Up Agreement (as defined in the Business Combination Agreement) between APRINOIA Therapeutics Holdings Limited ("PubCo") and the holder of the securities, the terms in such Lock-Up Agreement shall prevail with respect to the securities.
>
> "Business Combination Agreement" means the Business Combination Agreement, dated as of January 17, 2023, by and among PubCo and certain other parties thereto.

"Liquidation Event Date" means the earlier of (i) the expiration of the Lock-Up Period, and (ii) the date on which PubCo completes a merger, liquidation, stock exchange, reorganization or other similar transaction that results in all of the public shareholders of PubCo completes a merger, liquidation, stock exchange, reorganization or other similar transaction that results in all of the public shareholders of PubCo having the right to exchange their PubCo Ordinary Shares for cash securities or other property."

Section 2.09 Dissenter's Rights.

(a) Notwithstanding any provision of this Agreement to the contrary and to the extent available under the Cayman Act, Company Shares that are issued and outstanding immediately prior to the Second Merger Effective Time and that are held by Company Shareholders who have complied with all of the requirements of Section 238 of the Cayman Act prior to the vote on the Second Merger (the "Company Dissenting Shares") shall not be converted into PubCo Ordinary Shares, and such Company Shareholders shall have no right to receive, the applicable Second Merger Consideration unless and until such Company Shareholder does not elect to dissent in accordance with Section 238(5) of the Cayman Act or withdraws such notice (to the extent permissible by law), thereupon the Company Shares owned by that Company Shareholder shall (i) no longer be deemed to be Company Dissenting Shares, and (ii) be cancelled and cease to exist in exchange for, as of the Second Merger Effective Time, the right to receive the applicable Second Merger Consideration under Section 2.04(f)(i) in the manner provided in Section 2.08(d).

(b) Prior to the Closing, the Company shall give PubCo and SPAC prompt notice of any demands for dissenters' rights received by the Company and any withdrawals of such demands and the Company shall have control over all negotiations and proceedings with respect to such dissenters' rights (including the ability to make any payment with respect to any exercise by a Company Shareholder of its rights to dissent from the Second Merger or any demands for appraisal or offer to settle or settle any such demands or approve any withdrawal of any such dissenter rights or demands); provided, that the Company shall promptly inform and consult with SPAC with respect to its plans on any such negotiations and proceedings reasonably in advance and consider SPAC's comments thereon in good faith.

Section 2.10 Withholding. Each of PubCo, the Company, each Surviving Company, SPAC, Merger Sub 1, Merger Sub 2, and Merger Sub 3, their Affiliates and Representatives, and any other withholding agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or non-U.S. Tax Law. To the extent that amounts are so deducted or withheld and paid over to the appropriate Governmental Authority, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made. The Parties shall use commercially reasonable efforts to cooperate to eliminate or reduce any applicable deduction or withholding.

ARTICLE III

WARRANTIES OF THE COMPANY

Except as set forth in the disclosure letter delivered to SPAC by the Company on the date of this Agreement (the "Company Disclosure Letter"), the Company hereby warrants to SPAC the following:

Section 3.01 Organization, Good Standing and Qualification. Each Group Company has been duly organized or incorporated (as the case may be) and is validly existing and in good standing under the Laws of its jurisdiction of incorporation and has requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted and contemplated to be conducted. Each Group Company is duly licensed (to the extent required) and in good standing (to the extent such concept is applicable in such Group Company's jurisdiction of formation) as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing (to the extent such concept is applicable in such Group Company's jurisdiction of formation), as applicable, except where the failure to be so licensed or qualified or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Prior to the date hereof, the Company has made available to SPAC true and complete copies of the Company Articles, the Company Shareholders' Agreement and the Organizational Documents of each other Group Company, including all amendments thereto, as in effect as of the date of this Agreement.

Section 3.02 **Capitalization and Voting Rights**.

(a) The organization chart of the Group and the particulars of each Group Company contained in Section 3.02(a) of the Company Disclosure Letter are true, accurate and complete.

(b) The validly issued share capital, registered capital or charter capital of each Group Company as of the date of this Agreement is set forth in Section 3.02(b) of the Company Disclosure Letter. Except as disclosed in Section 3.02(b) of the Company Disclosure Letter, all Equity Securities of each Group Company that are issued and outstanding (A) have been duly authorized, validly issued and are, fully paid, (B) were issued, in compliance in all material respects with applicable Law, and (C) were not issued in breach or violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or other similar right.

(c) Except as set forth in Section 3.02(c) of the Company Disclosure Letter, as of the date of this Agreement, (i) there are no other authorized, outstanding or issued Equity Securities of any Group Company; (ii) no Group Company is obligated to issue, sell or transfer any Equity Securities of such Group Company other than (A) pursuant to the Company Incentive Plan; (B) Company Ordinary Shares issuable upon conversion of the Company Preferred Shares; and (C) Company Ordinary Shares issuable upon conversion of the Convertible Notes; (iii) other than the Company Shareholders' Agreement, the Company Articles and the Transaction Documents, no Group Company is a party or subject to any Contract that affects or relates to the voting or giving of written consents with respect to, or the right to cause the redemption, or repurchase of, any Equity Security of such Group Company; (iv) other than under the Company Shareholders' Agreement or the Company Articles, no Group Company has granted any registration rights or information rights to any other Person, nor is any Group Company obliged to list any of its Equity Securities on any securities exchange; (v) other than under the Company Shareholders' Agreement, there are no phantom shares and there are no voting or similar agreements entered into by a Group Company which relate to the share capital, registered capital or charter capital of such Group Company; (vi) no Group Company has any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the shareholders of such Group Company on any matter or any agreements to issue such bonds, debentures, notes or other obligations; (vii) there are no Liens on Equity Securities of any Group Company or any arrangements or obligations to create any such Liens; and (viii) other than the Company Incentive Plans, no Group Company has any equity-based compensation or incentive, purchase or participation plans.

(d) Except as set forth in Section 3.02(d) of the Company Disclosure Letter, no Group Company owns, directly or indirectly, any interest in or has agreed to acquire, any interest, Equity Securities or other securities in any Person, and no Group Company is or was a participant in any joint venture, partnership or similar arrangement. No Group Company is obligated to make any investment in or capital contribution in or on behalf of any other Person. All the historical changes to the share capital of each of the Group Companies and historical transfers of equity interest in each of the Group Companies were, in all material respects, made in compliance with the applicable Laws.

(e) Except as set forth in Section 3.02(e) of the Company Disclosure Letter, no Person (including any holder of Equity Securities in the Company or any other Group Company) has the right to (whether pursuant to any Contract, Organizational Document or otherwise) require any Group Company to (i) issue any Equity Securities, or transfer or acquire any Equity Securities or other assets of any Person, (ii) declare or pay any dividends or make any other distribution of, or any payment out of, any Group Company's assets (whether by dividends, liquidation or otherwise), or (iii) assume, guarantee or otherwise acquire the liabilities of any Person, except for, in the case of sub-section (i) above, the right for the holders of Equity Securities of the Company to receive Equity Securities of PubCo in such amounts and of such types as specified in Section 2.04(f) and otherwise on the terms and conditions specified in this Agreement.

(f) Section 3.02(f) of the Company Disclosure Letter sets forth a true and complete list of the name of each current or former employee, consultant or director of the Company or any of its Subsidiaries who, as of the date of this Agreement, holds a Company Option, the number of Company Ordinary Shares comprised thereof or subject thereto, vesting schedule, the date on which such Company Option was granted, the number of shares subject to the Company Option which have vested and the number of shares subject to the Company Option which have not yet vested as of the date of this Agreement and as of the Second Merger Effective Time (as a result of the transactions contemplated by the Agreement), and, if applicable, the exercise price thereof, and no other Company Options are in existence other than those disclosed in Section 3.02(f) of the Company Disclosure Letter. All Company Options are evidenced by award agreements in substantially the forms previously made available to SPAC, and no Company Option is subject to terms that are materially different from those set forth in such forms. Each Company Option was validly granted or issued and properly approved by, the Company Board (or appropriate committee thereof). Except as disclosed in Section 3.02(f) of the Company Disclosure Letter, each Company Option granted to an individual subject to U.S. taxation has been granted with an exercise price that is intended to be no less than the fair market value of the underlying Company Ordinary Shares on the date of grant, as determined in accordance with Section 409A of the Code or Section 422 of the Code, if applicable.

Section 3.03 **Authorization**. The Company has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement, the Plan of Second Merger, the Plan of Third Merger and each of the other Transaction Documents to which it is or will be a party and to consummate the transactions contemplated hereunder and thereunder, subject to receipt of the Company Shareholders Approval. Except for the Company Shareholders Approval, all corporate actions on the part of the Company necessary for the authorization, execution and delivery of this Agreement, the Plan of Second Merger, the Plan of Third Merger and the other Transaction Documents to which it is or will be a party and the performance of all its obligations hereunder and thereunder (including any board approval in accordance with Articles 122 and 123 of the Company Articles) have been taken prior to the execution and delivery of this Agreement, subject to the filing of the Second Merger Filing Documents and the Third Merger Filing Documents. This Agreement, the Plan of Second Merger, the Plan of Third Merger and the other Transaction Documents to which the Company is or will be a party is, or when executed by the other parties thereto, will be, valid and legally binding obligations of the Company, enforceable against the Company in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other applicable laws now or hereafter in effect of general application affecting enforcement of creditors' rights generally, and (b) as limited by applicable laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. The only votes of holders of any class or series of share capital of the Company necessary to approve and adopt this Agreement, the Plan of Second Merger, the Plan of Third Merger and the Transactions contemplated hereby are (i) the approval and adoption of this Agreement and the Transactions contemplated hereby by an Ordinary Resolution (as defined in the Company Articles), (ii) the approval and adoption of the amendment of the Company Articles as contemplated by this Agreement by a Special Resolution (as defined in the Company Articles), (iii) the approval of the change of the authorized share capital of the Company by an ordinary resolution; (iv) a consent from holders of all issued Company Preferred Shares for exempting the Transactions from Articles 3(d), 4(d) and 5(d) (Conversion Price Adjustment) and Articles 3(e), 4(e) and 5(e) (Distribution of capital upon liquidation) of the Company Articles, (v) a Company Preferred Shareholders Consent for exempting the Transactions from Article 89 (General Protective Provisions) and Article 90 (Special Protective Provisions for Holders of Preferred Shares) of the Company Articles, and (vi) the approval and adoption of the Plan of Second Merger and the Plan of Third Merger by Special Resolutions (collectively, the "Company Shareholders Approval"). No Group Company has given a power of attorney or any other authority (express, implied or ostensible) which is still outstanding or effective to any Person to enter into any Contract or commitment or to do anything on its behalf, other than (i) any authority to its employees, officers, agents, advisors and consultants to enter into routine trading Contracts in the Ordinary Course of their duties and the business of the respective Group Companies or (ii) pursuant to the Transaction Documents.

Section 3.04 **Consents; No Conflicts**. Assuming the warranties in Article IV and Article VI are true and correct, except (a) as otherwise set forth in the Company Disclosure Letter, (b) for the Company Shareholders Approval, (c) for the registration or filing with the Registrar of Companies of the Cayman Islands (including the filing of the Plan of Initial Merger, the Plan of Second Merger and the Plan of Third Merger and such other documents with the Cayman Islands Registrar of Companies in accordance with the Cayman Act), the SEC or applicable state blue sky or other securities laws filings with respect to the Transactions, (d) as required by HSR Act, and (e) for such other filings, notifications, notices, submissions, applications, or consents the failure of which to be obtained or made would not have a Company Material Adverse Effect, all filings, notifications, notices, submissions, applications, or consents from or with any Governmental Authority or any other Person required in connection with the valid execution, delivery and performance of this Agreement and the other Transaction Documents, and the consummation of the Transactions, in each case on the part of any Group Company and any of its Affiliates, have been duly obtained or completed (as applicable) and are in full force and effect as of the date of this Agreement. The execution, delivery and performance of this Agreement and the other Transaction Documents to which it is or will be a party by the Company does not, and the consummation by the Company of the transactions contemplated hereby and thereby will not (i) (assuming compliance with the matters referred to in clauses (a) through (d) of the immediately preceding sentence) result in any violation of, be in conflict with, or constitute a default under, require any consent under, or give any Person rights of termination, amendment, acceleration (including acceleration of any obligation of any Group Company) or cancellation under, (A) any Governmental Order, (B) any provision of the Organizational Documents of any Group Company, (C) any applicable Law or public privacy policy, (D) any Material Contract or material Real Property Lease, or (ii) result in the creation of any Lien upon any of the properties or assets of any Group Company other than any restrictions under federal or state securities laws, this Agreement, the Company Shareholders' Agreement, the Company Articles and Permitted Liens, except in the case of sub-clauses (A), (C), and (D) of clause (i), as would not have a Company Material Adverse Effect.

Section 3.05 **Compliance with Laws; Permits**. Except as disclosed in Section 3.05 of the Company Disclosure Letter:

(a) No Group Company is in violation of any applicable Law in any material respect or in violation of any Anti-Corruption Laws in any respect. The business of each Group Company as currently conducted and as planned to be conducted is in compliance with all applicable Laws in all material respects. No Group Company has received any notice from any Governmental Authority or, to the Knowledge of the Company, is under investigation, in each case with respect to a material violation of any applicable Law or with respect to any violation of any Anti-Corruption Laws, and there are no known circumstances likely to give rise to any such investigation. This Section 3.05(a) shall not apply to Tax matters;

(b) Each Group Company has obtained all material Permits necessary for the business as currently conducted. No such Permit contains any burdensome restrictions or conditions, and each such Permit is in full force and effect and will remain in full force and effect upon the consummation of the transactions contemplated hereby. None of the Group Companies is in default under any such Permit in any material respects, and, to the Knowledge of the Company, there is no Action by any Governmental Authority pending against any Group Company that would likely result in the revocation, withdrawal, suspension, cancellation or termination of any such Permit which would have a Company Material Adverse Effect;

(c) None of the Group Companies has received any letter or other written communication from or, to the Knowledge of the Company, otherwise been made aware of any Governmental Authority threatening or providing notice of (i) the revocation or suspension of any Permit issued to any Group Company, or (ii) the need for compliance or remedial actions in respect of the activities carried out by any Group Company, which revocation, suspension, compliance or remedial actions (or the failure of any Group Company to undertake them) would have a Company Material Adverse Effect, nor has there been any public notice of a type customary as a form of notification of such matters in the jurisdiction directed to any of the Group Companies by any Governmental Authority;

(d) During the past five years, none of the Group Companies or their respective officers, directors, employees or, to the Knowledge of the Company, their respective Affiliates or agents acting for or on behalf of the Company: (i) in connection with the operations or dealings of the Company has offered, promised, provided, or authorized the provision of any money or anything of value, directly or indirectly, to any Government Official or any other Person to improperly influence official action or secure an improper commercial advantage or to encourage the recipient to breach any applicable Law; (ii) in connection with the operations or dealings of the Company has otherwise violated any applicable Anti-Corruption Laws or has taken any action that would constitute a violation of or cause the Company, any of the Group Companies or any other Person to violate any Anti-Corruption Laws; (iii) is a Government Official; (iv) is a Sanctioned Person; or (v) has engaged in, or is now engaged in, any dealings or transactions with or for the benefit of any Sanctioned Person without any required governmental authorization, or has otherwise violated Sanctions. During the past five years, each of the Group Companies is and has at all times been in material compliance with all applicable Export Control Laws, obtained all export licenses and other approvals required for its exports of products, Software, services and technologies required by any applicable Export Control Law and all such approvals and licenses are in full force and effect, is in compliance with the terms of such applicable export licenses or other approvals, and there are no pending or, to the Knowledge of the Company, threatened claims against any of the Group Companies with respect to such export licenses or other approvals. To the Knowledge of the Company, there are no actions, conditions or circumstances that would reasonably be expected to give rise to any future Actions against any of the Group Companies related to any actual or alleged violation of Anti-Corruption Laws, Anti-Money Laundering Laws, Export Control Laws, or Sanctions.

(e) Except as set forth in 3.05(e) of the Company Disclosure Letter, to the Knowledge of the Company, no Government Official or Governmental Authority presently owns an interest, whether direct or indirect, in any Group Company or has any legal or beneficial interest in any Group Company or to payments made to any Group Company hereunder.

(f) No Group Company is a party to any agreement, arrangement or concerted practice or is or has been carrying on any practice which could reasonably be expected to contravene or which reasonably could be expected to be invalidated by any anti-trust, fair trading, dumping, state aid, consumer protection or similar laws or regulations in any jurisdiction;

(g) (i) Each Group Company holds (A) all authorizations under the United States Food, Drug and Cosmetic Act of 1938 (the "FDCA"), the Public Health Service Act (the "PHSA"), and the regulations of the United States Food and Drug Administration (the "FDA") promulgated thereunder, and (B) authorizations of any applicable Governmental Authority that are concerned with the quality, identity, strength, purity, safety, efficacy, manufacturing, marketing, distribution, sale, pricing, import, or export of any of the Company Products (any such Governmental Authority, a "Company Regulatory Agency") necessary for the lawful operating of the business of the Group Companies as currently conducted (the "Company Regulatory Permits"); (ii) all such Company Regulatory Permits are valid and in full force and effect; and (iii) the Group Companies are in compliance in all material respects with the terms of all Company Regulatory Permits;

(h) All pre-clinical and clinical investigations in respect of a Company Product conducted or sponsored by or on behalf of the Group Companies are being and have been conducted in compliance in all material respects with all applicable Laws administered or issued by the applicable Company Regulatory Agencies, including (i) FDA standards for the design, conduct, performance, monitoring, auditing, recording, analysis and reporting of clinical trials contained in Title 21 parts 50, 54, 56, 312, 314 and 320 of the Code of Federal Regulations, and (ii) any applicable federal, state and provincial applicable Laws restricting the collection, use and disclosure of individually identifiable health information and Personal Data. No pre-clinical or clinical testing conducted by or on behalf of the Group Companies has been terminated or suspended due to safety or other non-business reasons, and, to the Knowledge of the Company, there are no facts that could give rise to such a determination. No Company Regulatory Agency, clinical investigator, institutional review board or independent monitoring committee has provided notice that it has initiated or, to the Knowledge of the Company, threatened to initiate any action to place a hold order on, or otherwise terminate, delay, suspend or modify any such ongoing testing, and, to the Knowledge of the Company, there are no facts that would reasonably be expected to give rise to such a determination;

(i) Neither the Company nor any of its Subsidiaries is a TID U.S. business as defined at 31 C.F.R. §800.248; and

(j) No Group Company has voluntarily or involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any material recall, field corrections, market withdrawal or replacement, safety alert, warning, "dear doctor" letter, investigator notice, or other notice or action to wholesalers, distributors, retailers, healthcare professionals or patients relating to an alleged lack of safety, efficacy or regulatory compliance of any Company Product.

(k) No Group Company has any material liability under applicable escheat or unclaimed property Laws.

Section 3.06 **Tax Matters**.

(a) All material Tax Returns required to be filed by each Group Company have been timely filed (taking into account any applicable extensions), and all such Tax Returns are complete and correct in all material respects. All material amounts of Taxes owed by each Group Company that are due and payable (whether or not shown on any Tax Return) have been timely paid. All Taxes required to be withheld by each Group Company with respect to material amounts owing to any employee, creditor, customer, or other third party have been withheld and remitted to the appropriate Governmental Authority.

(b) No material claim, assessment, or deficiency for Taxes that has not been fully paid or resolved has been asserted in writing against any Group Company by any Governmental Authority, and no written notice of any pending action has been received by any Group Company from any Governmental Authority. There are no audits or other examinations with respect to Taxes of any Group Company by any Governmental Authority that are presently in progress, nor has any Group Company been notified in writing of any request or threat for such an audit or other examination. No Group Company is currently contesting any material Tax liability before any Governmental Authority, nor has any Group Company submitted any request for any such contest.

(c) No Group Company has waived any statute of limitations with respect to any Taxes of the Group Companies, or agreed to any extension of time with respect to any assessment or deficiency for Taxes of the Group Companies, which waiver or agreement remains in force, other than any extension of time to file a Tax Return properly obtained in the Ordinary Course.

(d) No Group Company is a tax resident of a country other than its country of incorporation or organization. No Group Company has a permanent establishment (within the meaning of an applicable income Tax treaty), office, or fixed place of business in a country other than its country of incorporation or organization.

(e) Each Group Company is in material compliance with all applicable transfer pricing Laws.

(f) As of the Company Accounts Date, the amount of the Group Companies' liability for unpaid Taxes is not expected to materially exceed the recorded liability therefor in the Company Financial Statements. Since the Company Accounts Date, no Group Company has incurred any material liability for Taxes outside the Ordinary Course.

(g) No Group Company (i) is liable for Taxes of any other Person (other than another Group Company) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. Tax Law), as a transferee or successor, or by Contract (other than customary commercial Contracts entered into in the Ordinary Course not primarily related to Taxes). No Group Company has ever been a member of a group filing income Tax Returns on an affiliated, consolidated, combined, or unitary basis, other than a group the common parent of which was or is any Group Company.

(h) There are no liens for material Taxes upon any property or assets of any Group Company, except for Permitted Liens.

(i) No Group Company has been a party to any transaction treated by the parties to such transaction as a distribution of stock qualifying for Tax-free treatment under Section 355 of the Code within the past three (3) years.

(j) No Group Company has requested or received any private letter rulings, technical advice memoranda, or similar advice or rulings from any Governmental Authority within the past three (3) years.

(k) No written claim has ever been made by a Governmental Authority in a jurisdiction where a Group Company does not file Tax Returns that such Group Company is or may be subject to taxation by, or required to file Tax Returns in, that jurisdiction, which claim has not been fully paid or resolved.

(l) No Group Company has participated in a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

(n) Each Group Company is registered for purposes of value added Taxes in all jurisdictions where it is required by applicable value added Tax Law to be so registered, and is in material compliance with all applicable sales Tax, use Tax, and value added Tax Laws.

(m) No Group Company will be required to include any material item of income in taxable income or exclude any material item of deduction from taxable income for any taxable period (or portion thereof) beginning after the Closing Date as a result of any (i) installment sale, intercompany transaction described in the Treasury Regulations under Section 1502 of the Code (or any similar provision of state, local, or non-U.S. Tax Law), or open transaction disposition completed prior to the Closing, (ii) prepaid amount received or deferred revenue recognized prior to the Closing outside the Ordinary Course, (iii) change in method of accounting for a taxable period ending on or prior to the Closing Date made prior to the Closing, (iv) "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local, or non-U.S. Tax Law) executed prior to the Closing, or (v) election pursuant to Section 965(h) of the Code (or any similar provision of state, local, or non-U.S. Tax Law).

(n) No Group Company has taken any action, nor are there any facts or circumstances to the Knowledge of the Company, that could reasonably be expected to prevent, impair, or impede the Transactions from qualifying for the Intended Tax Treatment.

Section 3.07 Financial Statements.

(a) The Company has made available to SPAC the audited consolidated balance sheet of the Company as of December 31, 2020, and the audited consolidated statements of income and profit and loss, changes in equity and cash flows, for the fiscal years then ended, in each case prepared in accordance with Taiwan IFRS (collectively, the "Existing Company Financial Statements") and audited in accordance with PCAOB standards and including the notes thereto. The Existing Company Financial Statements (i) have been prepared in accordance with the books and records of the Group Companies, (ii) present fairly, in all material respects, the consolidated financial condition of the Group Companies for the periods indicated therein, and its consolidated financial performance and its consolidated cash flows for the years then ended, and (iii) have been prepared in accordance with International Financial Reporting Standards, International Accounting Standards, IFRIC Interpretations, and SIC Interpretations endorsed and issued into effect by the Financial Supervisory Commission of the Republic of China (collectively, "Taiwan IFRS") applied on a consistent basis throughout the periods involved.

(b) Set forth on Section 3.07(b) of the Company Disclosure Letter is a copy of the unaudited combined balance sheet of the Company as of December 31, 2021 and unaudited combined statements of profit and loss and cash flows of the Company for the 12-month periods ended on December 31, 2021 ("2021 Management Financial Statements"). The 2021 Financial Statements (i) were prepared in good faith and in accordance with IFRS applied on a consistent basis throughout the periods involved and (ii) present fairly, in all material respects, the financial positions of the Company as of December 31, 2021 and the results of its operations and its cash flows for the period ended December 31, 2021.

(c) Set forth on Section 3.07(c) of the Company Disclosure Letter is a copy of the unaudited combined balance sheet of the Company and the unaudited combined statements of profit and loss and cash flows of the Company for the nine-month period ended on September 30, 2022 (the "2022 Management Financial Statements"). The Management Financial Statements (i) were prepared in good faith and in accordance with the books and record of the company and (ii) present fairly, in all material respects (A) the combined profits and losses of the Company, (B) the combined assets and combined liabilities, and (C) the financial condition of the Company and the results of the operations of the Company for the periods indicated.

(d) The Closing Company Financial Statements, when delivered following the date of this Agreement in accordance with Section 7.03, (i) will have been prepared in accordance with the books and records of the Group Companies, (ii) will fairly present in all material respects the financial condition and position as of the dates indicated therein and the results of operations of the Group Companies for the periods indicated therein, (iii) will have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (subject, in the case of the interim financial statements, to normal and recurring year-end adjustments and the absence of notes), and (iv) will comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant, in effect as of the respective dates thereof (including, to the extent applicable to the Company, Regulation S-X).

(e) The Group Companies maintain a system of internal accounting controls which the Company reasonably believes is sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS or GAAP, as applicable, and to maintain asset accountability in all material respects, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any material differences.

(f) The Company Board has not been made aware in writing of (i) any fraud that involves the Company's management who have a role in the preparation of financial statements or the internal accounting controls utilized by the Company, or (ii) any allegation, assertion or claim that the Company has engaged in any material questionable accounting or auditing practices which materially violate applicable Law. No attorney representing the Company, whether or not employed by the Company, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar material violation by the Company to the Company Board or any committee thereof or to any director or officer of the Company.

Section 3.08 **Absence of Changes**. Except as set forth in Section 3.08 of the Company Disclosure Letter, since the Company Accounts Date, (a) each Group Company has (i) operated its principal business in the Ordinary Course in all material respects, (ii) used its reasonable best efforts to preserve its business in all material respects, and (iii) collected receivables and paid payables and similar obligations in the Ordinary Course in all material respects; and (b) there has not been any Company Material Adverse Effect.

Section 3.09 **Actions**.

(a) Except as set forth in Section 3.09(a) of the Company Disclosure Letter, no Group Company (or any Person for whose acts or defaults a Group Company may be vicariously liable) is involved whether as claimant or defendant or other party in any Action where amounts claimed against the Group Companies exceed US$100,000 (other than as claimant in the collection of debts arising in the Ordinary Course, none of which is material to the business of the Group Companies), or would otherwise materially affect the business, assets or properties of such Group Company.

(b) Except as set forth in Section 3.09(b) of the Company Disclosure Letter, there is no such Action pending or, to the Knowledge of the Company, threatened by or against any Group Company (or any Person for whose acts or defaults a Group Company may be vicariously liable) where amounts claimed against the Group Company exceed US$100,000, or would otherwise be reasonably expected to materially affect the business, assets or properties of such Group Companies.

(c) Except as set forth in Section 3.09(c) of the Company Disclosure Letter, no Group Company is subject to any continuing Governmental Order where amounts of claim against the Group Companies exceed US$50,000, nor is in default under any Governmental Order in any material respects.

(d) This Section 3.09 shall not apply to Tax matters.

Section 3.10 **Liabilities**. Except as set forth in Section 3.10 of the Company Disclosure Letter, no Group Company has any Liabilities, except for (i) Liabilities set forth in the Company Financial Statements that have not been satisfied since September 30, 2022, (ii) current Liabilities incurred since September 30, 2022 in the Ordinary Course which do not exceed US$2,300,000 in the aggregate, (iii) that are executory obligations under any Contract to which the Company or any of its Subsidiaries is a party or by which it is bound, or (iv) arising under this Agreement or other Transaction Documents. Except for the Indebtedness incurred in the Ordinary Course, none of the Group Companies has any material Indebtedness that it has directly or indirectly created, incurred, assumed, or guaranteed, or with respect to which the Group Company has otherwise become directly or indirectly liable, and none of the Group Companies is a guarantor or indemnitor of any liabilities of any other Person (other than a Group Company). This Section 3.10 shall not apply to Tax matters.

Section 3.11 Material Contracts.

(a) For purposes hereof, "Material Contracts" means, collectively, any Contract to which a Group Company or any of its properties or assets is bound or subject to that (i) involves obligations (contingent or otherwise) or payments in excess of US$100,000 or has an unexpired term in excess of three (3) years, (ii) is a material agreement relating to Intellectual Property or IT Assets (other than generally available uncustomized "off-the-shelf" software licenses obtained by the Group on non-exclusive basis and non-negotiated terms), (iii) involves any provisions providing for exclusivity, non-compete, "change in control", "most favored nations", rights of first refusal or first negotiation or similar rights against any Group Company for a term in excess of one (1) year, or (iv) involves a sharing of profits or losses. Section 3.11(a) of the Company Disclosure Letter contains a true and correct list of all Material Contracts, and true, correct and complete copies of such Material Contracts have been delivered or made available to SPAC prior to the date hereof. For the avoidance of doubt, Material Contracts do not include any contract that has been fully performed or terminated or expired.

(b) Each Material Contract is a valid and binding agreement of the Group Company that is a party thereto, and is in full force and effect and enforceable against the parties thereto. Except as set forth in Section 3.11(b) of the Company Disclosure Letter, (i) each Group Company has duly performed all of its obligations in all material respects under each Material Contract to the extent that such obligations to perform have accrued, and there is no existing default or breach by any Group Company under such Material Contracts in any material respects; (ii) no Group Company has given written notice that it intends to terminate a Material Contract or that any other party thereto has breached, violated or defaulted under any Material Contract, and no Group Company has received any written notice that it has breached, violated or defaulted under any Material Contract or that any other party thereto intends to terminate such Material Contract.

Section 3.12 Title; Properties.

(a) Except as set forth in Section 3.12(a) of the Company Disclosure Letter, all assets included in the Company Financial Statements or acquired by any of the Group Companies or which have otherwise arisen since the Company Accounts Date, other than any assets disposed of or realized in the ordinary and usual course of business:

(i) are assets in which the Group Companies have lawful ownership rights or leasehold interest;

(ii) are, where capable of possession, in the possession or under the control of the relevant Group Company;

(iii) are free from Liens other than Permitted Liens;

(iv) are not the subject of any factoring arrangement, conditional sale or credit agreement; and

(v) collectively represent in all material respects all assets (including all rights and properties) necessary for the conduct of the business of each Group Company as presently conducted.

(b) No Group Company owns, or has ever owned, any real property. The use by a Group Company of real property that the Group Companies have leasehold interest or other right or interest to use or occupy (the "Real Properties") is in compliance with all applicable Laws in all material respects, including all applicable building codes, environmental, zoning, subdivision, and land use Laws. None of the Group Companies has received written notice from any Governmental Authority advising it of a violation (or an alleged violation) of any such applicable Law.

(c) Section 3.12(c) of the Company Disclosure Letter contains a true and correct list of all leases and subleases of Real Properties, including amendments thereto and guarantees thereof (the "Real Property Leases") to which any Group Company is a party. True, correct and complete copies of each Real Property Lease have been delivered or made available to SPAC prior to the date hereof.

(d) None of the Group Companies uses any Real Property in conduct of its business in the Ordinary Course except insofar as it holds valid land use rights or has secured a lease with respect thereto. Each Real Property Lease is a valid and binding agreement of the Group Company that is a party thereto, and is in full force and effect and enforceable against the parties thereto. Each Group Company has duly performed all of its obligations in all material respects under each Real Property Lease to the extent that such obligations to perform have accrued, and there is no existing default or breach by any Group Company or, to the Knowledge of the Company, any other party under any Real Property Lease in any material respects. No portion of any Real Property is subleased by any Group Company to any third party.

(e) There exists no pending or, to the Knowledge of the Company, threatened condemnation, eminent domain proceedings, confiscation, dispute, claim, demand or similar proceeding with respect to, or which could affect, the continued use and enjoyment of any Real Property.

Section 3.13 Intellectual Property.

(a) Section 3.13(a) of the Company Disclosure Letter contains a correct, current, and complete list of all registrations and applications of Owned Intellectual Property (indicating for each item (A) the current owner or registrant, (B) the jurisdiction where the application, registration or issuance is filed, (C) the application, registration, and issue number (as applicable), and (D) the application, registered and issue date (as applicable)), all proprietary Software of the Group Companies (including material unregistered Software), and all material unregistered Trademarks owned by the Group Companies. The Group Companies are the sole and exclusive legal and beneficial (and with respect to registered Intellectual Property, record) owner of all right, title and interest in and to all Owned Intellectual Property and have the valid and enforceable right to use all other Intellectual Property used in or necessary for the conduct of the business of the Group Companies as currently conducted, in each case, free and clear of all Liens other than Permitted Liens.

(b) All Owned Intellectual Property is valid and enforceable, and all registrations of Owned Intellectual Property are subsisting and in full force and effect. The Group Companies have taken all reasonable and necessary steps to maintain and enforce the Owned Intellectual Property, and all fees and filings required to maintain and renew same have been made when required to be made. The Group Companies have taken commercially reasonable precautions to protect the secrecy, confidentiality and value of all Trade Secrets of the Group Companies. No Trade Secrets of the Group Companies or confidential information of any Person to whom the Group Companies owe a duty of confidentiality has been disclosed thereby to any Person other than pursuant to a written agreement sufficiently restricting the disclosure and use thereof by such Person.

(c) The conduct of the business of the Group Companies as currently and formerly conducted, including the use of the Intellectual Property owned and licensed by the Company does not infringe, misappropriate, dilute or violate the Intellectual Property of any other Person (nor has done so in the past six (6) years) in all material respects. No Actions are pending or, to the Knowledge of the Company, threatened (including unsolicited offers to license Patents) against the Group Companies by any other Person and no written claims have been received either (A) claiming infringement, misappropriation or other violation of Intellectual Property rights owned by such Person, or (B) challenging the ownership, use, patentability, validity, or enforceability of any Owned Intellectual Property. To the Knowledge of the Company, no Person has infringed, misappropriated or otherwise violated any Intellectual Property owned by or licensed by the Group Companies in a manner that is material to the Group Companies taken as a whole. In the past six (6) years, none of the Group Companies has made any claim alleging the foregoing against any third Person (including any current or former employee, contractor or consultant of the Group Companies).

(d) All Persons who have participated in or contributed to the creation, authorship, conception, or development of any Intellectual Property during the course of employment or engagement with the Group Companies, have executed and delivered to the Group Companies a binding, valid, and enforceable written contract assigning to the Group Companies all of their right, title, and interest in same that do not vest initially in such entities by operation of law.

(e) The Group Companies are not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or could reasonably be expected to restrict or impair the ownership or use of any Intellectual Property owned by or licensed by the Group Companies. Except as set forth in Section 3.13(e) of the Company Disclosure Letter, no government funding, facilities of a university, college, other educational institution or research center or funding from third Persons was used in the creation or development of any Owned Intellectual Property.

(f) The Group Companies comply in all material respects with all applicable Laws and binding industry standards. The Group Companies either own or have a valid license to use all of the IT Assets used in the business of the Group Companies. The IT Assets used in the business of the Group Companies are in good working condition, function in accordance with their specifications in all material respects, are free of material viruses, defects, "Trojan horses", malware and other corruptants, and are sufficient for the operation of the Group Companies as currently conducted. The Group Companies take all reasonable actions to protect the integrity, continuous operation and security of the IT Assets used in their business as presently conducted (and all data, including Personal Data, processed thereby), and there have been no material breaches, outages, violations or unauthorized uses of or, to the Knowledge of the Company, unauthorized access to the foregoing.

Section 3.14 Cybersecurity and Data Privacy.

(a) The Group Companies are and have been in compliance in all material respects with all applicable data privacy, data security, cybersecurity and data protection laws, regulations, internal and external policies and contractual requirements.

(b) The Group Companies have implemented, and required that its third party vendors implement, adequate policies and commercially reasonable security (i) regarding the collection, use, disclosure, retention, processing, transfer, confidentiality, integrity and availability of personal information (including Protected Health Information as defined under HIPAA) and business proprietary or sensitive information, in their possession, custody or control, or held or processed on their behalf, and (ii) regarding the integrity and availability of the Group Companies' IT Assets.

(c) The Group Companies have not received any notice of any claims, investigations or alleged violations of law, regulation or contract with respect to personal information (including Protected Health Information as defined under HIPAA) or information security-related incidents, nor have the Group Companies notified in writing, or been required by applicable law, regulation or contract to notify in writing, any person or entity of any personal information or information security-related incident.

(d) The consummation of the transactions contemplated by this Agreement will not result in any violation of any data privacy or cybersecurity laws.

Section 3.15 Labor and Employment Matters.

(a) Each of the Group Companies is in material compliance with all applicable Laws, agreements, contracts, policies, plans, and programs relating to employment, employment practices, compensation, benefits, hours, terms and conditions of employment, and the termination of employment, including but not limited to any obligations pursuant to the United States Worker Adjustment and Retraining Notification Act of 1988 (or similar laws) (the "WARN Act"), and the classification of employees as exempt or non-exempt from overtime pay requirements, the provision of meal and rest breaks, pay for all working time, withholding and payment of employment taxes and the proper classification of individuals as nonemployee contractors or consultants. Except as set forth in Section 3.15(a) of the Company Disclosure Letter, none of the Group Companies has closed any site of employment or implemented any group terminations or layoffs of employees sufficient to trigger the notice requirements of the WARN Act, or implemented any early retirement, separation or window program within the past three (3) years, nor has any Group Company planned or announced any such action or program for the future. Each Group Company has satisfied their payment obligations with respect to all wages, severance, allowances, commissions and other compensation required to be paid under any labor contract or applicable Law to the current and former employees and third party contractors of the Group Companies in all material respects.

(b) Section 3.15(b) of the Company Disclosure Letter sets forth a complete list, as of the date hereof, of each material Benefit Plan. With respect to each material Benefit Plan, the Company has made available to SPAC, to the extent applicable, true, complete, and correct copies of (A) such Benefit Plan (or, if not written a written summary of its material terms) and all plan documents, trust agreements, insurance Contracts or other funding vehicles and all amendments thereto, (B) the most recent summary plan descriptions, including any summary of material modifications (C) the most recent annual reports (Form 5500 series) filed with the IRS with respect to such Benefit Plan where applicable, (D) the most recent actuarial report or other financial statement relating to such Benefit Plan, (E) the most recent determination or opinion letter, if any, issued by the IRS with respect to any Benefit Plan and any pending request for such a determination letter, and (F) any material, non-routine correspondence with any Governmental Authority with respect to the Benefit Plans. All Benefit Plans are and have at all times been maintained in compliance with all applicable Laws in all material respects. Except as set forth in Section 3.15(b) of the Company Disclosure Letter, each Group Company is in compliance with all applicable Laws and Contracts in all material respects relating to its provision of any form of social insurance, and has paid, or made provision for the payment of, all social insurance contributions required under applicable Laws and Contracts in all material respects.

(c) Except as set forth in Section 3.15(c) of the Company Disclosure Letter: (x) there has not been, and to the Knowledge of the Company, there is not now pending or threatened, any strike, union organization activity, lockout, slowdown, picketing, or work stoppage or any unfair labor practice charge against any Group Company; and (y) no Group Company is bound by or subject to (and none of their assets or properties is bound by or subject to) any written Contract, commitment or arrangement with any labor union or works council, or any collective bargaining agreements. To the Knowledge of the Company, there are no pending or threatened Actions, charges, complaints, material grievance, audit, investigation, or inquiry by or on behalf of any employee, prospective employee, former employee, labor organization or other representative of the Group Companies' employees, or otherwise concerning labor and employment matters with respect to any Group Company, except for such Actions that would not, individually or in the aggregate, be expected to be material to the Group Companies. To the Knowledge of the Company, no Group Company is a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Authority relating to employees or employment practices.

(d) No Benefit Plan is a multiemployer pension plan (as defined in Section 3(37) of ERISA) (a "Multiemployer Plan") or other pension plan that is subject to Title IV of ERISA ("Title IV Plan"), and no Group Company has sponsored or contributed to, been required to contribute to, or had any actual or contingent liability under, a Multiemployer Plan or Title IV Plan at any time within the previous six (6) years. No Group Company has incurred any withdrawal liability under Section 4201 of ERISA that has not been fully satisfied. No Benefit Plan provides medical, surgical, hospitalization, death or similar benefits (whether or not insured) for employees or former employees of any Group Company for periods extending beyond their retirement or other termination of service, other than (i) coverage mandated by applicable Law, (ii) death benefits under any "pension plan," or (iii) benefits the full cost of which is borne by the current or former employee (or his or her beneficiary).

(e) Except as set forth on Section 3.15(e) of the Company Disclosure Letter, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event (such as termination following the consummation of the transactions contemplated hereby), (i) entitle any current or former employee, officer or other service provider of any Group Company to any severance pay or any other compensation payable by any Group Company, (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation due to any such employee, officer or other individual service provider by any Group Company, or (iii) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any Benefit Plan on or following the consummation of the transactions contemplated by this Agreement. The consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, result in any "excess parachute payment" under Section 280G of the Code. No Benefit Plan provides for a Tax gross-up, make whole or similar payment with respect to the Taxes imposed under Sections 409A or 4999 of the Code.

Section 3.16 Effect of Investment. Neither the entry into, nor compliance with, nor completion of the transactions contemplated by this Agreement nor the entry into, compliance with, or completion of the transactions contemplated by any of the other Transaction Documents will, or would be reasonably expected to cause any Group Company to lose the benefit of any contractual right or privilege it presently enjoys, or result in a breach of, or give any third party a right to terminate or vary, or result in any Lien under, any contract or arrangement to which any Group Company is a party and which would have a Company Material Adverse Effect.

Section 3.17 Brokers. Except as set forth in Section 3.17 of the Company Disclosure Letter, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission or expense reimbursement in connection with the Transactions contemplated based upon arrangements made by and on behalf of any Group Company.

Section 3.18 Joint Proxy Statement/Prospectus. The information supplied by the Company in writing specifically for inclusion in the Joint Proxy Statement/Prospectus shall not, at (a) the time the Joint Proxy Statement/Prospectus is declared effective, (b) the time the Joint Proxy Statement/Prospectus (or any amendment thereof or supplement thereto) is first mailed to (i) the SPAC Shareholders, and (ii) the Company Shareholders, and (c) the time of (i) the SPAC Shareholders' Meeting, and (ii) the Company Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3.19 Insolvency. Except as set forth in Section 3.19 of the Company Disclosure Letter:

(a) no Group Company is insolvent or unable to pay its debts, including its future and prospective debts incurred in the Ordinary Course, or is in liquidation under the law of the jurisdiction in which it is incorporated or other applicable Laws;

(b) no petition has been presented, application made, proceedings commenced, resolution passed or meeting convened for the termination, liquidation, bankruptcy or dissolution of any Group Company nor any process been commenced whereby the business of any Group Company is terminated and the assets of any Group Company are distributed amongst the creditors or shareholders or other contributories of the Group Company or whereby the affairs, business or assets of any Group Company are managed by a person appointed for the purpose by a court, governmental agency or similar body or by any creditor or the Group Company itself, nor has any such order or relief been granted or appointment made, and there are no cases or proceedings under any applicable Laws with respect to insolvency, reorganization, or related matters in any jurisdiction concerning any Group Company, and to the Knowledge of the Company, no events have occurred which, under the law of the jurisdiction in which it is incorporated or other applicable Laws, would justify any such cases or proceedings;

(c) no liquidator, trustee, supervisor, nominee, custodian or similar official and no liquidation committee or similar body have been appointed in respect of the whole or any part of the business or assets of any Group Company nor has any step been taken for or with a view to the appointment of such a person or body nor has any event taken place or is likely to take place as a consequence of which such an appointment might be made; and

(d) no ruling declaring the insolvency of any Group Company has been made and no public announcement in respect of the same has been pronounced by a court of the jurisdiction in which it is incorporated.

Section 3.20 **Environmental Matters**. Except as would not have a Company Material Adverse Effect:

(a) the Group Companies are, and for the past three (3) years have been, in compliance with all applicable Environmental Laws in the respective jurisdictions where they conduct their business, which compliance includes obtaining, maintaining and complying with all Permits required under applicable Environmental Laws;

(b) no Group Company is liable, or, to the Knowledge of the Company, reasonably expected to be liable, for any response costs, corrective action costs, personal injury, natural resource damages, property damage or any investigative, corrective or remedial activities related to the Release, treatment, storage, manufacture, handling, transport or generation of any Hazardous Materials;

(c) no Group Company has received notice with respect to any Action pending or threatened against any Group Company or Real Property under any Environmental Law; and

(d) no Hazardous Materials have been manufactured, handled, stored, generated, treated, transported, Released or are otherwise present, at, in, on, to, from or under any Real Property or other property or facility at any time owned, leased, or operated by any Group Company in violation of any applicable Law.

Section 3.21 **Insurance**. Each of the Group Companies has insurance policies covering such risks as are customarily carried by Persons conducting business in the Ordinary Course in the industries and geographies in which the Group Companies operate. All such policies are in full force and effect, all premiums due and payable thereon as of the date of this Agreement have been paid as of the date of this Agreement, except as would not have a Company Material Adverse Effect.

Section 3.22 **Related Party Transactions**. Except for written employment agreements made available to SPAC prior the date hereof and, except as set forth in Section 3.22 of the Company Disclosure Letter, the Group Companies have not engaged in any transactions with Related Parties that would be required to be disclosed in the Joint Proxy Statement/Prospectus.

Section 3.23 **No Outside Reliance**. Notwithstanding anything contained in this Agreement, the Company has made its own investigation of SPAC and that neither SPAC nor any of its Affiliates, agents or Representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by SPAC in Article IV and SPAC Acquisition Entities in Article VI, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of SPAC. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the SPAC Disclosure Letter or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room" (whether or not accessed by the Company or its Representatives) or reviewed by the Company pursuant to the Confidentiality Agreement or otherwise) or management presentations that have been or shall hereafter be provided to the Company or any of its Affiliates, agents or Representatives are not and will not be deemed to be representations or warranties of SPAC or the SPAC Shareholders, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article IV and SPAC Acquisition Entities in Article VI. Except as otherwise expressly set forth in this Agreement, the Company understands and agrees that any assets, properties and business of SPAC are furnished "as is", "where is" and subject to and except as otherwise provided in the representations and warranties contained in Article IV and SPAC Acquisition Entities in Article VI, with all faults and without any other representation or warranty of any nature whatsoever.

ARTICLE IV

WARRANTIES OF SPAC

Except as set forth in (i) the SPAC SEC Filings (excluding (1) any risk factors or predictive or forward-looking statements and other disclosures that are generally cautionary, predictive or forward-looking in nature and (2) any exhibits or other documents appended thereto) filed or submitted on or prior to the date hereof (it being acknowledged that nothing disclosed in such SPAC SEC Filings will be deemed to modify or qualify the representations and warranties set forth in Section 4.03, Section 4.05 and Section 4.13), or (ii) the disclosure letter delivered to the Company by SPAC on the date of this Agreement (the "SPAC Disclosure Letter"), SPAC hereby represents and warrants to the Company the following:

Section 4.01 **Organization, Good Standing, Corporate Power and Qualification**. SPAC is a company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands and has requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted and contemplated to be conducted. SPAC is duly licensed or qualified and in good standing in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not have a SPAC Material Adverse Effect. As of the date of this Agreement, SPAC has either delivered or made available to the Company, including via the SEC's Electronic Data Gathering Analysis and Retrieval system database, a true and complete copy of the SPAC Articles and the Organizational Documents of each SPAC Acquisition Entity.

Section 4.02 **Capitalization and Voting Rights.**

(a) The validly issued share capital of SPAC as of the date of this Agreement is set forth in Section 4.02(a) of the SPAC Disclosure Letter which sets forth, as of the date of this Agreement, the following (on an aggregate, and not holder-by-holder, basis): (i) issued and outstanding SPAC Shares, by class or series; and (ii) warrants and other share purchase rights, if any. All SPAC Shares that are issued and outstanding (i) have been duly authorized and have been validly issued and are non-assessable and fully paid, (ii) were issued in compliance in all material respects with applicable Law, and (iii) were not issued in breach or violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or other similar right.

(b) Except as set forth in Section 4.02(b) of the SPAC Disclosure Letter, (i) there are no authorized, outstanding or issued Equity Securities of SPAC, (ii) SPAC is not obligated to issue, sell or transfer any Equity Securities of SPAC, (iii) other than the SPAC Articles, SPAC is not a party or subject to any Contract that affects or relates to the voting or giving of written consents with respect to, or the right to cause the redemption, or repurchase of, any Equity Securities of SPAC, (iv) SPAC has not granted any registration rights or information rights to any other Person, (v) there are no phantom shares and there are no voting or similar agreements entered into by SPAC which relate to the share capital, registered capital or charter capital of SPAC, and (vi) SPAC has no outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the SPAC Shareholders on any matter or any agreements to issue such bonds, debentures, notes or other obligations.

(c) SPAC does not own or control, directly or indirectly, any Equity Securities or other interests or investments (whether equity or debt) in any Person, other than the SPAC Acquisition Entities.

(d) SPAC is not obligated to make any investment in or capital contribution to or on behalf of any other Person.

(e) The authorized share capital of Merger Sub 2 consists of 5,000,000 shares of a par value of US$0.01 each, of which one (1) share is issued and outstanding (the "Merger Sub 2 Share") and held by SPAC; and the authorized share capital of Merger Sub 3 consists of 5,000,000 shares of a par value of US$0.01 each, of which one (1) share is issued and outstanding (the "Merger Sub 3 Share") and held by SPAC.

(f) The Merger Sub 2 Share and the Merger Sub 3 Share and shares of Merger Sub 2 and Merger Sub 3 that will be issued pursuant to the Transactions, (A) have been, or will be prior to such issuance, duly authorized and have been, or will be at the time of issuance, validly issued and are fully paid, (B) were, or will be, issued, in compliance in all material respects with applicable Law, and (C) were not, and will not be, issued in breach or violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or other similar right.

Section 4.03 Authorization.

(a) SPAC has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement, the Plan of Initial Merger and each of the other Transaction Documents to which it is or will be a party and to consummate the transactions contemplated hereunder and thereunder, subject to receipt of SPAC Shareholders Approval. All corporate actions on the part of SPAC necessary for the authorization, execution and delivery of this Agreement, the Plan of Initial Merger and the other Transaction Documents to which it is or will be a party and the performance of all its obligations thereunder (including any board approval) have been taken, subject to (a) obtaining SPAC Shareholders Approval, and (b) the filing of the Initial Merger Filing Documents. This Agreement, the Plan of Initial Merger and the other Transaction Documents to which SPAC is or will be a party is, or when executed by the other parties thereto, will be, on or prior to the Closing, valid and legally binding obligations of SPAC, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other applicable laws now or hereafter in effect of general application affecting enforcement of creditors' rights generally, and (ii) as limited by applicable laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) Assuming that a quorum, being the holders of a majority of the SPAC Shares, is present:

(i) The approval and authorization of the Merger and the Plan of Initial Merger shall require approval by a SPAC Special Resolution; and

(ii) The approval and authorization of this Agreement and the Transactions as a Business Combination and the adoption and approval of a proposal for the adjournment of the SPAC Shareholders' Meeting in each case shall require approval by a SPAC Ordinary Resolution.

Section 4.04 Consents; No Conflicts. Assuming the warranties in Article III and Article V are true and correct, except (a) as otherwise set forth in the SPAC Disclosure Letter, (b) for the SPAC Shareholders Approval, (c) for the registration or filing with the Registrar of Companies of the Cayman Islands (including the filing of the Plan of Initial Merger and such other documents with the Cayman Islands Registrar of Companies in accordance with the Cayman Act), the SEC or applicable state blue sky or other securities laws filings with respect to the Transactions, and (d) for such other filings, notifications, notices, submissions, applications, or consents the failure of which to be obtained or made would not have a SPAC Material Adverse Effect, all filings, notifications, notices, submissions, applications, or consents from or with any Governmental Authority or any other Person required in connection with the valid execution, delivery and performance of this Agreement, the Plan of Initial Merger and the other Transaction Documents, and the consummation of the Transactions, in each case on the part of SPAC, have been duly obtained or completed (as applicable) and are in full force and effect. The execution, delivery and performance of this Agreement, the Plan of Initial Merger and the other Transaction Documents to which it is or will be a party by SPAC does not, and the consummation by SPAC of the transactions contemplated hereby and thereby will not (i) (assuming compliance with the matters referred to in clauses (a) through (d) of the immediately preceding sentence) result in any violation of, be in conflict with, or constitute a default under, require any consent under, or give any Person rights of termination, amendment, acceleration (including acceleration of any obligation of SPAC) or cancellation under, (A) any Governmental Order, (B) any provision of the Organizational Documents of SPAC, (C) any applicable Law or public privacy policy, (D) any Contract to which SPAC is a party or by which its assets are bound, or (ii) result in the creation of any Lien upon any of the properties or assets of SPAC other than any restrictions under federal or state securities laws, this Agreement or the SPAC Articles, except in the case of sub-clauses (A), (C), and (D) of clause (i), as would not have a SPAC Material Adverse Effect.

Section 4.05 Tax Matters.

(a) All material Tax Returns required to be filed by SPAC have been timely filed (taking into account any applicable extensions), and all such Tax Returns are complete and correct in all material respects. All material amounts of Taxes owed by SPAC that are due and payable (whether or not shown on any Tax Return) have been timely paid. All Taxes required to be withheld by SPAC with respect to material amounts owing to any employee, creditor, customer, or other third party have been withheld and remitted to the appropriate Governmental Authority.

(b) No material claim, assessment, or deficiency for Taxes that has not been fully paid or resolved has been asserted in writing against SPAC by any Governmental Authority, and no written notice of any pending action has been received by SPAC from any Governmental Authority. There are no audits or other examinations with respect to Taxes of SPAC by any Governmental Authority that are presently in progress, nor has SPAC been notified in writing of any request or threat for such an audit or other examination. SPAC is not currently contesting any material Tax liability before any Governmental Authority, nor has SPAC submitted any request for any such contest.

(c) SPAC has not waived any statute of limitations with respect to any Taxes of SPAC, or agreed to any extension of time with respect to any assessment or deficiency for Taxes of SPAC, which waiver or agreement remains in force, other than any extension of time to file a Tax Return properly obtained in the Ordinary Course.

(d) SPAC is not a tax resident of a country other than its country of incorporation or organization. SPAC does not have a permanent establishment (within the meaning of an applicable income Tax treaty), office, or fixed place of business in a country other than its country of incorporation or organization.

(e) SPAC is in material compliance with all applicable transfer pricing Laws.

(f) As of the SPAC Accounts Date, the amount of SPAC's liability for unpaid Taxes is not expected to materially exceed the recorded liability therefor in the SPAC Financial Statements. Since the SPAC Accounts Date, SPAC has not incurred any material liability for Taxes outside the Ordinary Course.

(g) SPAC (i) is not liable for Taxes of any other Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. Tax Law), as a transferee or successor, or by Contract (other than customary commercial Contracts entered into in the Ordinary Course not primarily related to Taxes) or (ii) has ever been a member of a group filing income Tax Returns on an affiliated, consolidated, combined, or unitary basis, other than a group the common parent of which was or is SPAC.

(h) There are no liens for material Taxes upon any property or assets of SPAC, except for Permitted Liens.

(i) SPAC has not been a party to any transaction treated by the parties to such transaction as a distribution of stock qualifying for Tax-free treatment under Section 355 of the Code within the past three (3) years.

(j) SPAC has not requested or received any private letter rulings, technical advice memoranda, or similar advice or rulings from any Governmental Authority within the past three (3) years.

(k) No written claim has ever been made by a Governmental Authority in a jurisdiction where SPAC does not file Tax Returns that SPAC is or may be subject to taxation by, or required to file Tax Returns in, that jurisdiction, which claim has not been fully paid or resolved.

(l) SPAC has not participated in a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

(m) SPAC is registered for purposes of value added Taxes in all jurisdictions where it is required by applicable value added Tax Law to be so registered, and is in material compliance with all applicable sales Tax, use Tax, and value added Tax Laws.

(n) SPAC will not be required to include any material item of income in taxable income or exclude any material item of deduction from taxable income for any taxable period (or portion thereof) beginning after the Closing Date as a result of any (i) installment sale, intercompany transaction described in the Treasury Regulations under Section 1502 of the Code (or any similar provision of state, local, or non-U.S. Tax Law), or open transaction disposition completed prior to the Closing, (ii) prepaid amount received or deferred revenue recognized prior to the Closing outside the Ordinary Course, (iii) change in method of accounting for a taxable period ending on or prior to the Closing Date made prior to the Closing, (iv) "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local, or non-U.S. Tax Law) executed prior to the Closing, or (v) election pursuant to Section 965(h) of the Code (or any similar provision of state, local, or non-U.S. Tax Law).

(o) SPAC has not taken any action, nor are there any facts or circumstances to the Knowledge of SPAC, that could reasonably be expected to prevent, impair, or impede the Transactions from qualifying for the Intended Tax Treatment.

Section 4.06 **Financial Statements; Investment Company**.

(a) Except as disclosed in the SPAC Disclosure Letter, the financial statements of SPAC SEC Filings (the " SPAC Financial Statements") (i) have been prepared in accordance with the books and records of SPAC, (ii) fairly present in all material respects the financial condition of SPAC on a consolidated basis as of the dates indicated therein, and the results of operations and cash flows of SPAC on a consolidated basis for the periods indicated therein, (iii) were prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC); and (iv) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to SPAC, in effect as of the respective dates thereof (including, to the extent applicable to SPAC, Regulation S-X).

(b) Except as disclosed in the SPAC Disclosure Letter, SPAC has in place disclosure controls and procedures that are (i) designed to reasonably ensure that material information relating to SPAC is made known to the management of SPAC by others within SPAC, and (ii) effective in all material respects to perform the functions for which they were established. SPAC maintains a system of internal accounting controls sufficient to provide reasonable assurance that (w) transactions are executed in accordance with management's general or specific authorizations, (x) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (y) access to assets is permitted only in accordance with management's general or specific authorization and (z) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(c) Since the formation of SPAC, neither SPAC nor, to the Knowledge of SPAC, any Representative of SPAC, 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 SPAC with respect to the SPAC Financial Statements or the internal accounting controls of SPAC, including any written complaint, allegation, assertion or claim that SPAC has engaged in questionable accounting or auditing practices. Since the formation of SPAC, no attorney representing SPAC, whether or not employed by SPAC, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation by SPAC or any of its Representatives to the SPAC Board or any committee thereof or to any director or officer of SPAC.

(d) SPAC has no liability or obligation of any nature whatsoever, whether direct or indirect, absolute or contingent, accrued or unaccrued, known or unknown, liquidated or not, due or not, individually or in the aggregate, and there is no existing condition, situation or set of circumstances which is reasonably expected to result in such a liability or obligation, other than (i) Liabilities incurred after the SPAC Accounts Date in the Ordinary Course, (ii) Liabilities that have not had and would not reasonably be expected to have, individually or in the aggregate, a SPAC Material Adverse Effect, (iii) the SPAC Transaction Expenses, and (iv) obligations and liabilities reflected, or reserved against, in the SPAC Financial Statements or as set forth in Section 4.06(d) of the SPAC Disclosure Letter.

(e) To the Knowledge of SPAC, SPAC is not an "investment company" or a Person directly or indirectly "controlled" by or acting on behalf of an "investment company", in each case within the meaning of the Investment Company Act. Notwithstanding the foregoing, if the rules proposed by the SEC on March 30, 2022 (the "SPAC Rule Proposals") relating to, among other items, the extent to which special purpose acquisition companies could become subject to regulation under the Investment Company Act are adopted ("Final Rules") such that some or all special purpose acquisition companies are deemed to be investment companies under the Final Rules, then no inaccuracy of this representation due to the application of the Final Rules shall be deemed to be a breach of any representation or warranty by SPAC hereunder.

Section 4.07 **Related Party Transactions**. Except as set forth in Section 4.07 of the SPAC Disclosure Letter, SPAC has not engaged in any transactions with Related Parties that would be required to be disclosed in the Joint Proxy Statement/Prospectus.

Section 4.08 **Absence of Changes**. Since the SPAC Accounts Date, (a) SPAC has operated its business in the Ordinary Course and collected receivables and paid payables and similar obligations in the Ordinary Course, and (b) there has not been any SPAC Material Adverse Effect. SPAC has used commercially reasonable efforts to preserve intact the present business organizations of SPAC.

Section 4.09 **Actions**. Except as set forth in Section 4.09 of the SPAC Disclosure Letter or as would not have a SPAC Material Adverse Effect, (a) there is no Action pending or, to the Knowledge of SPAC, threatened against or affecting SPAC, and (b) there is no judgment or award unsatisfied against SPAC, nor is there any Governmental Order in effect and binding on SPAC or its assets or properties. This Section 4.09 shall not apply to Tax matters.

Section 4.10 **Brokers**. Except as set forth in Section 4.10 of the SPAC Disclosure Letter, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission or expense reimbursement in connection with the Transactions contemplated based upon arrangements made by and on behalf of SPAC or any of its Affiliates. Section 4.10 of the SPAC Disclosure Letter set forth (i) a true, complete and accurate list of all SPAC Transaction Expenses incurred as of the date hereof, and (ii) a reasonable estimate of the SPAC Transaction Expenses between the date hereof and the Closing Date.

Section 4.11 **Joint Proxy Statement/Prospectus**. The information supplied by SPAC in writing specifically for inclusion in the Joint Proxy Statement/Prospectus shall not, at (a) the time the Joint Proxy Statement/Prospectus is declared effective, (b) the time the Joint Proxy Statement/Prospectus (or any amendment thereof or supplement thereto) is first mailed to (i) the SPAC Shareholders, and (ii) the Company Shareholders, and (c) the time of (i) the SPAC Shareholders' Meeting, and (ii) the Company Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein in light of the circumstances under which they were made, not misleading. All documents that SPAC is responsible for filing with the SEC in connection with the Transactions will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

Section 4.12 **SEC Filings**. Except as set forth in Section 4.12 of the SPAC Disclosure Letter, SPAC has timely (after taking into consideration all applicable extensions) filed or furnished all statements, prospectuses, registration statements, forms, reports and documents required to be filed or furnished by it with the SEC, pursuant to the Exchange Act or the Securities Act (collectively, as they have been amended since the time of their filing or furnishing through the date of this Agreement, the "SPAC SEC Filings"). Each of the SPAC SEC Filings, as of the respective date of its filing, and as of the date of any amendment, complied in all material respects with the requirements of the Securities Act, the Exchange Act or the Sarbanes-Oxley Act applicable to such SPAC SEC Filings. As of the respective date of its filing (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), the SPAC SEC Filings did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to any SPAC SEC Filing. To the Knowledge of SPAC, none of the SPAC SEC Filings filed on or prior to the date of this Agreement is subject to ongoing SEC review or investigation as of the date of this Agreement. Notwithstanding the foregoing, neither the representations and warranties in this Section 4.12 nor the representations and warranties in Section 4.06 shall apply to any statement or information in the SPAC SEC Filings that relates to (i) the topics referenced in the SEC's "Staff Statement on Accounting and Reporting Considerations for Warrants Issued by Special Purpose Acquisition Companies" on April 12, 2021, (ii) the classification of shares of SPAC Shares as permanent or temporary equity, or (iii) any subsequent guidance, statements or interpretations issued by the SEC or the staff of the SEC to the extent applicable to the foregoing clause (i) or (ii) (collectively, the "SEC Guidance"), and no correction, amendment or restatement of any of the SPAC SEC Filings due to the SEC Guidance shall be deemed to be a breach of any representation or warranty by the SPAC.

Section 4.13 **Trust Account**. As of September 30, 2022, SPAC had US$347,658,771 in the Trust Account being held in accordance with the Investment Management Trust Agreement, dated as of March 16, 2021, between SPAC and Continental Stock Transfer & Trust Company, as trustee (in such capacity, the "Trustee," and such Investment Management Trust Agreement, the "Trust Agreement"). There are no Actions pending or, to the Knowledge of SPAC, threatened with respect to the Trust Account. SPAC has performed, in all material respects, the obligations required to be performed by it to date under, and is not in default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement in any material respect, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder in any material respect. As of the Closing, the obligations of SPAC to dissolve or liquidate pursuant to the SPAC Articles shall terminate, and as of the Closing, SPAC shall have no obligation whatsoever pursuant to the SPAC Articles to dissolve and liquidate the assets of SPAC by reason of the consummation of the Transactions. As of the date of this Agreement, following the Closing and provided this Agreement is not terminated pursuant to the terms hereto, no SPAC Shareholder is entitled to receive any amount from the Trust Account except to the extent such SPAC Shareholder has exercised his, her or its right to redeem all or a portion of the SPAC Class A Ordinary Shares in accordance with the SPAC Articles in connection with the Transaction Proposals. As of the date of this Agreement, assuming the accuracy of the representations and warranties contained in Article III, SPAC has no reason to believe that any of the conditions to the use of funds in the Trust Account (after giving effect to all redemptions of SPAC Class A Ordinary Shares) will not be satisfied or funds available in the Trust Account will not be available to the Third Surviving Company (as the surviving company in the Merger) on the Closing Date.

Section 4.14 **Business Activities**. Since its incorporation, SPAC has not conducted any business activities other than activities related to SPAC's initial public offering or directed toward the accomplishment of a Business Combination. Except for the Transactions, SPAC is not obligated to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity. Except for this Agreement and the Transaction Documents and the transactions contemplated hereby and thereby, SPAC has no material interests, rights, obligations or liabilities with respect to, and is not party to, bound by or has its assets or property subject to, in each case whether directly or indirectly, any Contract or transaction which is, or would reasonably be interpreted as constituting, a Business Combination. Section 4.14 of the SPAC Disclosure Letter contains a true and correct list of all material contracts of SPAC as of the date of this Agreement ("SPAC Material Contracts") and other than this Agreement and any Transaction Document, as of the date of this Agreement SPAC is not a party to or bound by any material contract that is not listed in Section 4.14 of the SPAC Disclosure Letter. Except as disclosed in Section 4.14 of the SPAC Disclosure Letter, true and complete copies of each SPAC Material Contract, including all material amendments, modification, supplements, exhibits and schedules and addenda thereto, have been made available to the Company.

Section 4.15 **NYSE Quotation**. As of the date of this Agreement, SPAC Class A Ordinary Shares, SPAC Warrants and SPAC Units are each registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on NYSE under the symbol "ROSS", "ROSS WS" and "ROSS.U", respectively. SPAC is in compliance with the rules of NYSE in all material respects and there is no Action pending or, to the Knowledge of SPAC, threatened against SPAC by NYSE or the SEC with respect to any intention by such entity to deregister SPAC Class A Ordinary Shares, SPAC Warrants or SPAC Units or terminate the listing thereof on NYSE. SPAC has not taken any action in an attempt to terminate the registration of SPAC Class A Ordinary Shares, SPAC Warrants or SPAC Units under the Exchange Act except in connection with the Transactions. SPAC has not received any notice from the NYSE or the SEC regarding the revocation of such listing or otherwise regarding the delisting of the SPAC Class A Ordinary Shares or the SPAC Warrants or the SPAC Units from the NYSE or the SEC.

Section 4.16 **Board Approval**. On or prior to the date hereof, the SPAC Board has unanimously (a) determined that this Agreement and the Transactions contemplated herein are in the best interests of SPAC and constitute a Business Combination, (b)(i) approved and declared advisable this Agreement and the execution, delivery and performance of this Agreement and the consummation of the Transactions, and (ii) approved and declared advisable Transaction Documents and the execution, delivery and performance thereof, (c) made the SPAC Board Recommendation, and (d) directed that this Agreement be submitted to the shareholders of SPAC for their adoption.

Section 4.17 **No Outside Reliance**. Notwithstanding anything contained in this Agreement, each of SPAC and Sponsor has made its own investigation of the Group Companies and the Company Acquisition Entities and that neither the Company, Company Acquisition Entities nor any of its Affiliates, agents or Representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by the Company in Article III and by the Company Acquisition Entities in Article V, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Group Companies. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Company Disclosure Letter or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room" (whether or not accessed by SPAC or its Representatives) or reviewed by SPAC pursuant to the Confidentiality Agreement or otherwise) or management presentations that have been or shall hereafter be provided to SPAC or any of its Affiliates, agents or Representatives are not and will not be deemed to be representations or warranties of the Group Companies, Company Acquisition Entities or the Company Equityholders, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article III and Article V. Except as otherwise expressly set forth in this Agreement, SPAC understands and agrees that any assets, properties and business of the Group Companies are furnished "as is", "where is" and subject to and except as otherwise provided in the representations and warranties contained in Article III and Article V, with all faults and without any other representation or warranty of any nature whatsoever.

ARTICLE V

WARRANTIES OF THE COMPANY ACQUISITION ENTITIES

The Company Acquisition Entities hereby jointly and severally represent and warrant to SPAC, the following:

Section 5.01 **Organization, Good Standing, Corporate Power and Qualification**. Each Company Acquisition Entity is a company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands. Each Company Acquisition Entity has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement, the Plan of Initial Merger and the other Transaction Documents to which it is or will be a party and to consummate the transactions contemplated hereunder and thereunder.

Section 5.02 **Capitalization and Voting Rights**.

(a) As of the date of this Agreement and as of immediately prior to the Closing:

(i) the authorized share capital of PubCo consists of 5,000,000,000 shares of a par value of US$0.00001 each, of which one PubCo Ordinary Share is issued and outstanding (the "PubCo Share") and held by the Initial PubCo Holder; and

(ii) the authorized share capital of Merger Sub 1 consists of 5,000,000 shares of a par value of US$0.01 each, of which one (1) share is issued and outstanding (the "Merger Sub 1 Share") and held by PubCo.

(b) The PubCo Share and the Merger Sub 1 Share and any PubCo Ordinary Shares and shares of Merger Sub 1 that will be issued pursuant to the Transactions, (A) have been, or will be prior to such issuance, duly authorized and have been, or will be at the time of issuance, validly issued and are fully paid, (B) were, or will be, issued, in compliance in all material respects with applicable Law, and (C) were not, and will not be, issued in breach or violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or other similar right.

(c) Except (A) as set forth in Section 5.02(a), including any PubCo Ordinary Shares and shares of Merger Sub 1 that will be issued pursuant to the Transactions and (B) the Transaction Documents, (i) no Company Acquisition Entity has authorized, outstanding or issued any Equity Securities; (ii) no Company Acquisition Entity is obligated to issue, sell or transfer any Equity Securities; (iii) no Company Acquisition Entity is a party or subject to any Contract that affects or relates to the voting or giving of written consents with respect to, or the right to cause the redemption, or repurchase of, any Equity Security of such Company Acquisition Entity; (iv) no Company Acquisition Entity has granted any registration rights or information rights to any other Person; (v) there are no phantom shares and there are no voting or similar agreements entered into by any Company Acquisition Entity which relate to the share capital, registered capital or charter capital of such Company Acquisition Entity; and (vi) no Company Acquisition Entity has any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the shareholders of such Company Acquisition Entity on any matter or any agreements to issue such bonds, debentures, notes or other obligations.

(d) PubCo does not own or control, directly or indirectly, any interest in any corporation, partnership, limited liability company, association or other business entity, other than, as of the date of this Agreement, Merger Sub 1, and, as of the Closing Date, (i) immediately prior to the consummation of the Initial Merger, Merger Sub 1; (ii) after consummation of the Initial Merger and immediately prior to the consummation of the Second Merger, the First Surviving Company, Merger Sub 2 and Merger Sub 3; (iii) after consummation of the Second Merger and immediately prior to the Third Merger, the First Surviving Company, the Second Surviving Company and its Subsidiaries and Merger Sub 3; and (iv) upon consummation of the Third Merger, the First Surviving Company, the Third Surviving Company and its Subsidiaries.

(e) Merger Sub 1 does not own or control, directly or indirectly, any interest in any corporation, partnership, limited liability company, association or other business entity, other than, as of the Closing Date, (i) after consummation of the Initial Merger and immediately prior to the consummation of the Second Merger, Merger Sub 2 and Merger Sub 3; (ii) after consummation of the Second Merger and immediately prior to the Third Merger, the Second Surviving Company and its Subsidiaries and Merger Sub 3; and (iii) upon consummation of the Third Merger, the Third Surviving Company and its Subsidiaries.

(f) No Company Acquisition Entity is obligated to make any investment in or capital contribution to or on behalf of any other Person other than in connection with the Transactions.

Section 5.03 **Authorization**. All corporate actions on the part of each Company Acquisition Entity necessary for the authorization, execution and delivery of this Agreement, the Plan of Initial Merger and the other Transaction Documents to which it is or will be a party and the performance of all its obligations thereunder (including any board or shareholder approval, as applicable) have been taken, subject to the filing of the Initial Merger Filing Documents, the Second Merger Filing Documents and the Third Merger Filing Documents. This Agreement, the Plan of Initial Merger and the other Transaction Document to which a Company Acquisition Entity is or will be a party is, or when executed by the other parties thereto, will be, valid and legally binding obligations of such Company Acquisition Entity enforceable against it in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other applicable laws now or hereafter in effect of general application affecting enforcement of creditors' rights generally, and (b) as limited by applicable laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 5.04 **Consents; No Conflicts**. Assuming the warranties in Article IV and Article VI are true and correct, except (a) for the registration or filing with the Registrar of Companies of the Cayman Islands (including the filing of the Plan of Initial Merger, the Plan of Second Merger, the Plan of Third Merger and such other documents with the Cayman Islands Registrar of Companies in accordance with the Cayman Act), the SEC or applicable state blue sky or other securities laws filings with respect to the Transactions, and (b) for such other filings, notifications, notices, submissions, applications, or consents the failure of which to be obtained or made would not have a Company Material Adverse Effect, all filings, notifications, notices, submissions, applications, or consents from or with any Governmental Authority or any other Person required in connection with the valid execution, delivery, and performance of this Agreement, the Plan of Initial Merger and the other Transaction Documents, and the consummation of the Transactions, in each case on the part of each Company Acquisition Entity, have been duly obtained or completed (as applicable) and are in full force and effect. The execution, delivery, and performance of this Agreement, the Plan of Initial Merger and the other each Transaction Documents to which it is or will be a party by each Company Acquisition Entity does not, and the consummation by such Company Acquisition Entity of the transactions contemplated hereby and thereby will not result in any violation of, be in conflict with, or constitute a default under, require any consent under, or give any Person rights of termination, amendment, acceleration (including acceleration of any obligation of such Company Acquisition Entity) or cancellation under, (a) (i) any Governmental Order, (ii) any provision of the Organizational Documents of such Company Acquisition Entity, (iii) any applicable Law or public privacy policy, (iv) any Contract to which such Company Acquisition Entity is a party or by which its assets are bound, or (b) result in the creation of any Lien upon any of the properties or assets of such Company Acquisition Entity other than any restrictions under federal or state securities laws, this Agreement or the Organizational Documents of such Company Acquisition Entity, except in the case of sub-clauses (i), (iii), and (iv) of clause (a), as has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of any Company Acquisition Entity to enter into and perform the Transaction Documents to which it is or will be a party and to consummate the Transactions.

Section 5.05 **Absence of Changes**. Since the date of its incorporation, each Company Acquisition Entity has operated its business in the Ordinary Course.

Section 5.06 **Actions**. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of any Company Acquisition Entity to enter into and perform the Transaction Documents to which it is or will be a party and to consummate the Transactions, (a) there is no Action pending or, to the Knowledge of the Company, threatened in writing against or affecting any Company Acquisition Entity, and (b) there is no judgment or award unsatisfied against such Company Acquisition Entity, nor is there any Governmental Order in effect and binding on any Company Acquisition Entity or its assets or properties.

Section 5.07 **Brokers**. Except as set forth in Section 3.17 of the Company Disclosure Letter, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission or expense reimbursement in connection with the Transactions contemplated based upon arrangements made by and on behalf of any Company Acquisition Entity or any of its Affiliates.

Section 5.08 **Joint Proxy Statement/Prospectus**. The information supplied by each Company Acquisition Entity in writing specifically for inclusion in the Joint Proxy Statement/Prospectus shall not, at (a) the time the Joint Proxy Statement/Prospectus is declared effective, (b) the time the Joint Proxy Statement/Prospectus (or any amendment thereof or supplement thereto) is first mailed to (i) SPAC Shareholders, and (ii) the Company Shareholders, and (c) the time of (i) the SPAC Shareholders' Meeting, and (ii) the Company Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. All documents that a Company Acquisition Entity is responsible for filing with the SEC in connection with the Transactions will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

Section 5.09 **Investment Company Act; JOBS Act**. No Company Acquisition Entity is an "investment company" or a Person directly or indirectly "controlled" by or acting on behalf of an "investment company", in each case within the meaning of the Investment Company Act. Each Company Acquisition Entity constitutes an "emerging growth company" within the meaning of the JOBS Act.

Section 5.10 **Business Activities**. Each Company Acquisition Entity was formed solely for the purpose of effecting the Transactions and has not engaged in any business activities or conducted any operations other than in connection with the Transactions and has no, and at all times prior to the Closing, except as expressly contemplated by the Transaction Documents and the Transactions, will have no, material assets, liabilities or obligations of any kind or nature whatsoever other than those incident to its formation.

Section 5.11 **Foreign Private Issuer**. PubCo is and shall be at all times commencing from its formation date through the Closing a foreign private issuer as defined in Rule 405 under the Securities Act.

Section 5.12 **No Outside Reliance**. Notwithstanding anything contained in this Agreement, PubCo has made its own investigation of SPAC and that neither SPAC nor any of its Affiliates, agents or Representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by SPAC in Article IV and SPAC Acquisition Entities in Article VI, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of SPAC. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the SPAC Disclosure Letter or elsewhere, as well as any information, documents or other materials or management presentations that have been or shall hereafter be provided to PubCo or any of its Affiliates, agents or Representatives are not and will not be deemed to be representations or warranties of SPAC or the SPAC Shareholders, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article IV and Article VI. Except as otherwise expressly set forth in this Agreement, PubCo understands and agrees that any assets, properties and business of SPAC are furnished "as is", "where is" and subject to and except as otherwise provided in the representations and warranties contained in Article IV and Article VI, with all faults and without any other representation or warranty of any nature whatsoever.

Section 5.13 **Tax Matters**.

(a) PubCo is, and has been since its formation, treated as a corporation for U.S. federal income Tax purposes. Merger Sub 1 has timely filed an initial entity classification election on IRS Form 8832 to be disregarded as an entity separate from PubCo for U.S. federal income Tax purposes, effective as of Merger Sub 1's formation, and will not change such classification.

(b) No Company Acquisition Entity has taken any action, nor are there any facts or circumstances to the Knowledge of any Company Acquisition Entity, that could reasonably be expected to prevent, impair, or impede the Transactions from qualifying for Intended Tax Treatment.

ARTICLE VI

WARRANTIES OF THE SPAC ACQUISITION ENTITIES

The SPAC Acquisition Entities hereby jointly and severally represent and warrant to the Company, the following:

Section 6.01 **Organization, Good Standing, Corporate Power and Qualification**. Each SPAC Acquisition Entity is a company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands. Each SPAC Acquisition Entity has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement, the Plan of Second Merger, the Plan of Third Merger and the other Transaction Documents to which it is or will be a party and to consummate the transactions contemplated hereunder and thereunder.

Section 6.02 **Capitalization and Voting Rights**.

(a) As of the date of this Agreement and as of immediately prior to the Closing:

(i) the authorized share capital of Merger Sub 2 consists of 5,000,000 shares of a par value of US$0.01 each, of which one (1) share is issued and outstanding (the "Merger Sub 2 Share") and held by SPAC; and

(ii) the authorized share capital of Merger Sub 3 consists of 5,000,000 shares of a par value of US$0.01 each, of which one (1) share is issued and outstanding (the "Merger Sub 3 Share") and held by SPAC.

(b) The Merger Sub 2 Share and the Merger Sub 3 Share and any shares of Merger Sub 2 and Merger Sub 3 that will be issued pursuant to the Transactions, (A) have been, or will be prior to such issuance, duly authorized and have been, or will be at the time of issuance, validly issued and are fully paid, (B) were, or will be, issued, in compliance in all material respects with applicable Law, and (C) were not, and will not be, issued in breach or violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or other similar right.

(c) Except (A) as set forth in Section 6.02(a), including any shares of Merger Sub 2 and Merger Sub 3 that will be issued pursuant to the Transactions and (B) any Transaction Documents, (i) no SPAC Acquisition Entity has authorized, outstanding or issued any Equity Securities; (ii) no SPAC Acquisition Entity is obligated to issue, sell or transfer any Equity Securities; (iii) no SPAC Acquisition Entity is a party or subject to any Contract that affects or relates to the voting or giving of written consents with respect to, or the right to cause the redemption, or repurchase of, any Equity Security of such SPAC Acquisition Entity; (iv) no SPAC Acquisition Entity has granted any registration rights or information rights to any other Person; (v) there are no phantom shares and there are no voting or similar agreements entered into by any SPAC Acquisition Entity which relate to the share capital, registered capital or charter capital of such SPAC Acquisition Entity; and (vi) no SPAC Acquisition Entity has any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the shareholders of such SPAC Acquisition Entity on any matter or any agreements to issue such bonds, debentures, notes or other obligations.

(d) Merger Sub 2 does not own or control, directly or indirectly, any interest in any corporation, partnership, limited liability company, association or other business entity.

(e) Merger Sub 3 does not own or control, directly or indirectly, any interest in any corporation, partnership, limited liability company, association or other business entity, other than, as of the Closing Date, upon consummation of the Third Merger, its Subsidiaries.

(f) No SPAC Acquisition Entity is obligated to make any investment in or capital contribution to or on behalf of any other Person other than in connection with the Transactions.

Section 6.03 **Authorization**. All corporate actions on the part of each SPAC Acquisition Entity necessary for the authorization, execution and delivery of this Agreement, the Plan of Second Merger and the Plan of Third Merger and the other Transaction Documents to which it is or will be a party and the performance of all its obligations thereunder (including any board or shareholder approval, as applicable) have been taken, subject to the filing of the Initial Merger Filing Documents, the Second Merger Filing Documents and the Third Merger Filing Documents. This Agreement, the Plan of Second Merger and the Plan of Third Merger and the other Transaction Document to which a SPAC Acquisition Entity is or will be a party is, or when executed by the other parties thereto, will be, valid and legally binding obligations of such SPAC Acquisition Entity enforceable against it in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other applicable laws now or hereafter in effect of general application affecting enforcement of creditors' rights generally, and (b) as limited by applicable laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 6.04 **Consents; No Conflicts**. Assuming the warranties in Article III and Article V and are true and correct, except (a) for the registration or filing with the Registrar of Companies of the Cayman Islands (including the filing of the Plan of Initial Merger, the Plan of Second Merger, the Plan of Third Merger and such other documents with the Cayman Islands Registrar of Companies in accordance with the Cayman Act), the SEC or applicable state blue sky or other securities laws filings with respect to the Transactions, and (b) for such other filings, notifications, notices, submissions, applications, or consents the failure of which to be obtained or made would not have a Company Material Adverse Effect, all filings, notifications, notices, submissions, applications, or consents from or with any Governmental Authority or any other Person required in connection with the valid execution, delivery, and performance of this Agreement, the Plan of Second Merger and the Plan of Third Merger and the other Transaction Documents, and the consummation of the Transactions, in each case on the part of each SPAC Acquisition Entity, have been duly obtained or completed (as applicable) and are in full force and effect. The execution, delivery, and performance of this Agreement, the Plan of Second Merger and the Plan of Third Merger and the other each Transaction Documents to which it is or will be a party by each SPAC Acquisition Entity does not, and the consummation by such SPAC Acquisition Entity of the transactions contemplated hereby and thereby will not result in any violation of, be in conflict with, or constitute a default under, require any consent under, or give any Person rights of termination, amendment, acceleration (including acceleration of any obligation of such SPAC Acquisition Entity) or cancellation under, (a) (i) any Governmental Order, (ii) any provision of the Organizational Documents of such SPAC Acquisition Entity, (iii) any applicable Law or public privacy policy, (iv) any Contract to which such SPAC Acquisition Entity is a party or by which its assets are bound, or (b) result in the creation of any Lien upon any of the properties or assets of such SPAC Acquisition Entity other than any restrictions under federal or state securities laws, this Agreement or the Organizational Documents of such SPAC Acquisition Entity, except in the case of sub-clauses (i), (iii), and (iv) of clause (a), as has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of any SPAC Acquisition Entity to enter into and perform the Transaction Documents to which it is or will be a party and to consummate the Transactions.

Section 6.05 **Absence of Changes**. Since the date of its incorporation, each SPAC Acquisition Entity has operated its business in the Ordinary Course.

Section 6.06 **Actions**. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of any SPAC Acquisition Entity to enter into and perform the Transaction Documents to which it is or will be a party and to consummate the Transactions, (a) there is no Action pending or, to the Knowledge of Sponsor and SPAC Acquisition Entity, threatened in writing against or affecting any SPAC Acquisition Entity, and (b) there is no judgment or award unsatisfied against such SPAC Acquisition Entity, nor is there any Governmental Order in effect and binding on any SPAC Acquisition Entity or its assets or properties.

Section 6.07 **Brokers**. Except as set forth in Section 4.10 of the SPAC Disclosure Letter, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission or expense reimbursement in connection with the Transactions contemplated based upon arrangements made by and on behalf of any SPAC Acquisition Entity or any of its Affiliates.

Section 6.08 **Joint Proxy Statement/Prospectus**. The information supplied by each SPAC Acquisition Entity in writing specifically for inclusion in the Joint Proxy Statement/Prospectus shall not, at (a) the time the Joint Proxy Statement/Prospectus is declared effective, (b) the time the Joint Proxy Statement/Prospectus (or any amendment thereof or supplement thereto) is first mailed to (i) SPAC Shareholders, and (ii) the Company Shareholders, and (c) the time of (i) the SPAC Shareholders' Meeting, and (ii) the Company Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. All documents that a SPAC Acquisition Entity is responsible for filing with the SEC in connection with the Transactions will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

Section 6.09 **Business Activities**. Each SPAC Acquisition Entity was formed solely for the purpose of effecting the Transactions and has not engaged in any business activities or conducted any operations other than in connection with the Transactions and has no, and at all times prior to the Closing, except as expressly contemplated by the Transaction Documents and the Transactions, will have no, material assets, liabilities or obligations of any kind or nature whatsoever other than those incident to its formation.

Section 6.10 **No Outside Reliance**. Notwithstanding anything contained in this Agreement, each of SPAC Acquisition Entities has made its own investigation of the Group Companies and the Company Acquisition Entities and that neither the Company, Company Acquisition Entities nor any of its Affiliates, agents or Representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by the Company in Article III and by the Company Acquisition Entities in Article V, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Group Companies. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Company Disclosure Letter or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room" (whether or not accessed by SPAC or its Representatives) or reviewed by SPAC pursuant to the Confidentiality Agreement or otherwise) or management presentations that have been or shall hereafter be provided to SPAC or any of its Affiliates, agents or Representatives are not and will not be deemed to be representations or warranties of the Group Companies, Company Acquisition Entities or the Company Equityholders, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article III and Article V. Except as otherwise expressly set forth in this Agreement, each SPAC Acquisition Entities understands and agrees that any assets, properties and business of the Group Companies are furnished "as is", "where is" and subject to and except as otherwise provided in the representations and warranties contained in Article III and Article V, with all faults and without any other representation or warranty of any nature whatsoever.

Section 6.11 **Tax Matters**.

(a) Merger Sub 2 is, and has been since its formation, treated as a corporation for U.S. federal income Tax purposes. Merger Sub 3 has timely filed an initial entity classification election on IRS Form 8832 to be disregarded as an entity separate from SPAC for U.S. federal income Tax purposes, effective as of Merger Sub 3's formation, and will not change such classification.

(b) No SPAC Acquisition Entity has taken any action, nor are there any facts or circumstances to the Knowledge of any SPAC Acquisition Entity, that could reasonably be expected to prevent, impair, or impede the Transactions from qualifying for Intended Tax Treatment.

ARTICLE VII

COVENANTS OF THE COMPANY AND THE COMPANY ACQUISITION ENTITIES

Section 7.01 **Conduct of Business**. Except (w) as expressly contemplated or permitted by the Transaction Documents (including the issuance of additional Convertible Notes), (x) as required by applicable Law (including for this purpose any COVID-19 Measures), (y) as set forth in Section 7.01 of the Company Disclosure Letter, or (z) as consented to by SPAC in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied, except with respect to matters set forth in Section 7.01(a) and Section 7.01(g)), from the date of this Agreement through the earlier of the Closing or valid termination of this Agreement pursuant to Article XI (the "Interim Period"), the Company shall, and shall cause each other Subsidiary to, operate its business in the Ordinary Course, and shall not, and shall not permit any other Group Company to, and each Company Acquisition Entity shall not:

(a) (i) amend its memorandum and articles of association or other organizational documents (whether by merger, consolidation, amalgamation or otherwise), or (ii) propose or adopt a plan of complete or partial liquidation or dissolution, consolidation, restructuring, recapitalization or other reorganization;

(b) incur, assume, guarantee or repurchase or otherwise become liable for any Indebtedness for borrowed money, issue, or sell any debt securities or options, warrants or other rights to acquire debt securities in a principal amount, individually or in the aggregate, exceeding US$100,000, except for (i) amendments thereto that are immaterial, beneficial to the Company (ii) guarantee for the benefit of any Group Company, (iii) borrowings or drawdowns under credit agreements as set forth in Section 7.01 of the Company Disclosure Letter, (iv) intra-group loans, and (v) otherwise required in order to consummate the Transactions (including the Company Transaction Expenses);

(c) transfer, issue, sell, grant, pledge or otherwise dispose of (i) any of its Equity Securities, or (ii) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitment to issue, deliver or sell any Equity Securities, other than the issuance of (A) Equity Securities upon conversion of Company Preferred Shares, and (B) Equity Securities of PubCo pursuant to the Transaction Documents;

(d) except as required under applicable Law, this Agreement or the terms of any Benefit Plan as in effect on the date hereof: (i) grant any material increase in the compensation, incentives, or benefits (including severance) payable or to become payable to any current or former director, officer, employee or consultant of any Group Company; (ii) amend, modify, adopt, enter into or terminate any Benefit Plan or any benefit or compensation plan, policy, program or Contract that would be a Benefit Plan if in effect as of the date of this Agreement; (iii) accelerate the vesting of or lapsing of restrictions with respect to any equity-based compensation or other long-term incentive compensation under any Benefit Plan unless pursuant to the terms thereof; (iv) grant any new awards under any Benefit Plan, or amend or modify any outstanding award under any Benefit Plan, except as set forth in Section 7.01 of the Company Disclosure Letter; (v) enter into, amend, or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization; (vi) hire or engage any new employee or consultant or terminate the employment or engagement, other than as set forth in Section 7.01 of the Company Disclosure Letter or for cause, of any employee or consultant if such employee or consultant will receive, or received, annual base compensation not exceeding US$250,000; or (vii) plan, implement, or announce any material employee layoffs, plant closings, reductions in force, furloughs, temporary layoffs, salary or wage reductions;

(e) (x) except as required under the Transaction Documents, the Pharma Partner Agreement(s) or the Yitai Agreements, sell, lease, license or sublicense, transfer, abandon, allow to lapse or dispose of any material property or assets (including any and all material Intellectual Property owned, used or practice, held for use, or practiced or licensed by the Companies that is used in, necessary to or useful in the operation of the Group Companies), in any single transaction or series of related transactions, except for (i) non-exclusive licenses entered into in the Ordinary Course, (ii) transactions that involve properties or assets having an aggregate value not exceeding US$100,000, or (iii) dispositions of obsolete, surplus or worn out assets that are no longer useful in the conduct of the business of the Group Companies, or (y) disclose any Trade Secrets or any other material confidential information of the Group Companies to any Person (other than pursuant to a written agreement sufficient to protect the confidentiality thereof);

(f) materially change any public privacy policy or the operation or security of any IT Assets, except as required by Law;

(g) merge, consolidate or amalgamate with or into any Person;

(h) make any acquisition of, or investment in, a business, by purchase of stock, securities or assets, merger or consolidation, or contributions to capital, or loans or advances, in any such case with a value or purchase price in excess of US$500,000 individually and US$1,000,000 in the aggregate;

(i) settle any Action with any Governmental Authority or any other third party in excess of US$100,000 individually and US$500,000 in the aggregate;

(j) (i) split, subdivide, combine, consolidate or reclassify any shares of its share capital, except for any such transaction by a wholly-owned Subsidiary of the Company whereby all Subsidiaries of the Company remain wholly-owned Subsidiaries of the Company after consummation of such transaction, (ii) redeem, repurchase, cancel or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any of its Equity Securities, except for the redemption of Equity Securities issued under the Company Incentive Plan in accordance with repurchase rights existing on the date of this Agreement, (iii) declare, set aside, make or pay any dividend or other distribution, payable in cash, shares, property or otherwise, with respect to any of its share capital, other than dividends or distributions by any Subsidiary of the Company to its shareholder, or (iv) amend any term or alter any rights of any of its outstanding Equity Securities;

(k) authorize, make or incur any capital expenditures or obligations or liabilities in connection therewith, other than any capital expenditures or obligations for the purposes fulfilling obligations under any existing agreements (whether or not a Material Contract) in an amount not to exceed US$300,000 in the aggregate;

(l) authorize, make or incur any Company Transaction Bonus or obligations or liabilities in connection therewith;

(m) enter into any Material Contract or material Real Property Lease, or amend any such Material Contract or material Real Property Lease;

(n) voluntarily terminate, suspend, abrogate, amend or modify any material Permit in a manner materially adverse to the Group Companies, taken as a whole;

(o) make, revoke, or change any material Tax election, adopt or change any material Tax accounting method or period, file any material amendment to a Tax Return, enter into any "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local, or non-U.S. Tax Law) with a Governmental Authority, settle or compromise any material audit or other examination with respect to Taxes with a Governmental Authority, settle or compromise any claim or assessment with respect to Taxes by a Governmental Authority, knowingly surrender or allow to expire any right to claim a material refund of Taxes, incur any material Tax liabilities outside the Ordinary Course, consent to any extension or waiver of the statutory period of limitations applicable to any claim or assessment in respect of Taxes, (other than any extension of time to file a Tax Return properly obtained in the Ordinary Course), or enter into any Tax sharing or similar agreement (excluding any commercial Contract not primarily related to Taxes);

(p) take any action, or knowingly fail to take any action, where such action or failure to act could reasonably be expected to prevent, impair, or impede the Transactions from qualifying for the Intended Tax Treatment;

(q) make any material change in its accounting principles or methods unless required by IFRS or applicable Law; or

(r) enter into any agreement or otherwise make a commitment to do any of the foregoing.

Section 7.02 **Access to Information**. Upon reasonable prior notice and subject to applicable Law (and including for this purpose any COVID-19 Measures), during the Interim Period, the Company shall, and shall cause each other Group Company and each of its and their respective officers, directors and employees to, and shall use its commercially reasonable efforts to cause its Representatives to, afford SPAC and its officers, directors, employees and Representatives, following notice from SPAC in accordance with this Section 7.02, reasonable access during normal business hours to the officers, employees, agents, properties, offices and other facilities, books and records of the Group Companies, and all financial, operating and other data and information as shall be reasonably requested; provided, that in each case, the Company shall not be required to disclose any document or information, or permit any inspection, that would, in the reasonable judgment of the Company, (a) result in the disclosure of any Trade Secrets or violate the terms of any confidentiality provisions in any agreement with a third party, (b) result in a violation of applicable Law, including any fiduciary duty or duty of loyalty, or (c) waive the protection of any attorney-client privilege. All information and materials provided pursuant to this Agreement will be subject to the provisions of the Confidentiality Agreement.

Section 7.03 **Preparation and Delivery of Additional Company Financial Statements** The Company shall use commercially reasonable efforts to deliver to SPAC no later than (i) February 15, 2023, the audited consolidated balance sheet of the Company as of December 31, 2021, and the audited consolidated statements of income and profit and loss, changes in equity and cash flows, for the fiscal year then ended, and (ii) March 15, 2023, the audited consolidated balance sheet of the Company as of December 31, 2022 and the audited consolidated statements of income and profit and loss, changes in equity and cash flows, for the fiscal year then ended, in each case prepared in accordance with GAAP and audited in accordance with PCAOB standards and including the notes thereto (collectively, the "GAAP Company Financial Statements"). Thereafter, the Company shall, as soon as practicable, deliver to SPAC any other audited or unaudited financial statements of the Company and its consolidated Subsidiaries that are required by applicable Law to be included in the Joint Proxy Statement/Prospectus (such financial statements, the "Subsequent Financial Statements", together with the GAAP Financial Statements, collectively, the "Closing Company Financial Statements").

Section 7.04 **Post-Closing Directors**. Subject to the terms of the PubCo Articles, PubCo shall take all such action within its power as may be necessary or appropriate such that immediately following the Closing:

(a) the PubCo Board shall consist of seven (7) directors, which shall consist of (i) two (2) individuals continuing on from the SPAC Board immediately prior to the Initial Merger Effective Time or designated in writing by SPAC who shall each be designated as Class III directors under the PubCo Articles, (ii) two (2) individuals designated by the Company, and (iii) three (3) independent directors designated upon the mutual agreement of SPAC and the Company, each such director to hold office in accordance with the PubCo Articles, and

(b) the officers of the Company holding such positions as set forth on Section 7.04(b) of the Company Disclosure Letter shall be the officers of PubCo, each such officer to hold office in accordance with the PubCo Articles until they are removed or resign in accordance with the PubCo Articles or until their respective successors are duly elected or appointed and qualified.

Section 7.05 **D&O Indemnification and Insurance**.

(a) From and after the Closing, the Third Surviving Company and PubCo shall jointly and severally indemnify and hold harmless each present and former director and officer of the Company, any of its Subsidiaries, SPAC and any Acquisition Entity (in each case, solely to the extent acting in his or her capacity as such and to the extent such activities are related to the business of the Company, its Subsidiaries, SPAC or such Acquisition Entity, respectively) (the " D&O Indemnified Parties") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Action, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing, to the fullest extent that the Company, its Subsidiaries, SPAC or such Acquisition Entity, respectively, would have been permitted under applicable Law and its respective certificate of incorporation, certificate of formation, bylaws, limited liability company agreement, limited liability partnership agreement, limited liability limited partnership agreement or other Organizational Documents in effect on the date of this Agreement to indemnify such D&O Indemnified Parties (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law). Without limiting the foregoing, the Third Surviving Company and PubCo shall, and shall cause their Subsidiaries to, (i) maintain for a period of not less than six (6) years from the Closing provisions in its certificate of incorporation, certificate of formation, bylaws, limited liability company agreement, limited liability partnership agreement, limited liability limited partnership agreement and other Organizational Documents concerning the indemnification and exoneration (including provisions relating to expense advancement) of the Third Surviving Company and its Subsidiaries' and each Acquisition Entity's or SPAC's, respectively, former and current officers, directors, employees, and agents that are no less favorable to those Persons than the provisions of the certificate of incorporation, certificate of formation, bylaws, limited liability company agreement, operating agreement, limited liability partnership agreement, limited liability limited partnership agreement and other Organizational Documents of the Third Surviving Company and its Subsidiaries or such Acquisition Entity or SPAC, respectively, in each case, as of the date of this Agreement, and (ii) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law.

(b) For a period of six (6) years from the Closing, each of PubCo, the Third Surviving Company and SPAC shall (and the Third Surviving Company shall cause its Subsidiaries to) maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by the Company's, any of its Subsidiaries', SPAC's or any Acquisition Entity's, respectively, directors' and officers' liability insurance policies (including, in any event, the D&O Indemnified Parties) on terms not less favorable than the terms of such current insurance coverage, except that in no event shall PubCo, the Third Surviving Company, its Subsidiaries, SPAC or any Acquisition Entity be required to pay an annual premium for such insurance in excess of 300% of the aggregate annual premium payable by the Company, its Subsidiaries, SPAC or such Acquisition Entity, respectively, for such insurance policy for the year ended December 31, 2021; provided, that (i) each of PubCo, the Third Surviving Company and SPAC may cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a six (6)-year "tail" policy with respect to claims existing or occurring at or prior to the Closing and if and to the extent such policies have been obtained prior to the Closing with respect to any such Persons, the Third Surviving Company, SPAC and PubCo, respectively, shall maintain such policies in effect and continue to honor the obligations thereunder, and (ii) if any claim is asserted or made within such six (6)-year period, any insurance required to be maintained under this Section 7.05 shall be continued in respect of such claim until the final disposition thereof.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.05 shall survive the Closing indefinitely and shall be binding, jointly and severally, on the Third Surviving Company, SPAC and PubCo and all of their respective successors and assigns. In the event that the Third Surviving Company, SPAC, PubCo or any of their respective successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving company or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, the Third Surviving Company, SPAC or PubCo, respectively, shall ensure (and each of PubCo, SPAC and the Third Surviving Company shall cause its Subsidiaries to ensure) that proper provision shall be made so that the successors and assigns of the Third Surviving Company, SPAC or PubCo as the case may be, shall succeed to the obligations set forth in this Section 7.05.

(d) The provisions of Section 7.05(a) through Section 7.05(c): (i) are intended to be for the benefit of, and shall be enforceable by, each Person who is now, or who has been at any time prior to the date of this Agreement or who becomes prior to the Closing, a D&O Indemnified Party, his or her heirs and his or her personal representatives; (ii) shall be binding on the Third Surviving Company, SPAC and PubCo and their respective successors and assigns; (iii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have, whether pursuant to Law, Contract, Organizational Documents, or otherwise; and (iv) shall survive the consummation of the Closing and shall not be terminated or modified in such a manner as to adversely affect any D&O Indemnified Party without the consent of such D&O Indemnified Party.

Section 7.06 No Trading in SPAC Securities. The Company acknowledges and agrees that it is aware, and that each other Group Company has been made aware of the restrictions imposed by U.S. federal securities laws and the rules and regulations of the SEC promulgated thereunder or otherwise and other applicable foreign and domestic Laws on a Person possessing material nonpublic information about a publicly traded company. The Company hereby agrees that it shall not purchase or sell any Equity Securities of SPAC in violation of such Laws, or cause or encourage any Person to do any of the foregoing.

Section 7.07 Anti-Takeover Matters. The Company shall not adopt any shareholder rights plan, "poison pill" or similar anti-takeover instrument or plan in effect to which any Group Company would be or become subject, party or otherwise bound.

Section 7.08 Shareholder Support Agreement and Lock-Up Agreements. To the extent that any Company Shareholder has not delivered to the Company, PubCo and SPAC a copy of the Lock-Up Agreement duly executed by such Person prior to the date of this Agreement, the Company shall (i) procure all Company Shareholders (x) holding more than 0.25% of the total issued and outstanding share capital of the Company (on a fully-diluted basis) or (y) are directors, officers, or employees of any Group Company, in each case which are not listed on the signature pages of the Investor Rights Agreement, to deliver, and (ii) use its commercially reasonable efforts to procure all other Company Shareholders to deliver, such duly executed Lock-Up Agreement to the Company, PubCo and SPAC no later than the Initial Merger Effective Time. To the extent that the SPAC CB Investor has not delivered to the Company, PubCo and SPAC a copy of the Investor Rights Agreement duly executed by it prior to the date of this Agreement, SPAC shall use its commercially reasonable efforts to procure the SPAC CB Investor to deliver such duly executed Investor Rights Agreement to the Company, PubCo and SPAC no later than the Initial Merger Effective Time. To the extent that any Company Shareholder listed on the signature pages of the Shareholder Support Agreement has not delivered to the Company, PubCo and SPAC a copy of the Shareholder Support Agreement duly executed by such Person prior to the date of this Agreement, the Company shall procure such Company Shareholder to deliver such duly executed Shareholder Support Agreement to the Company, PubCo and SPAC no later than the one month following the date hereof.

Section 7.09 **Yitai Agreements**. Prior to the Closing, the Company shall use its commercially reasonable efforts to cause its relevant Subsidiaries to enter into certain long-form licensing and commercialization agreement and certain long-form assignment and service agreement with Yantai Yitai Pharmaceutical Technology Co., Ltd. ("Yitai") (collectively, the "Yitai Agreements") on terms at least as favorable as those in those certain term sheets dated December 7, 2022. The Company shall, and shall cause its Subsidiaries to duly perform its respective obligations under the Yitai Agreements in any material respect.

ARTICLE VIII

COVENANTS OF SPAC AND SPAC ACQUISITION ENTITIES

Section 8 . 0 1 **Trust Account Proceeds**. Upon satisfaction or waiver of the conditions set forth in Article X and provision of notice thereof to the Trustee (which notice SPAC shall provide to the Trustee in accordance with the terms of the Trust Agreement), (a) in accordance with and pursuant to the Trust Agreement, at the Closing, First Surviving Company (i) shall cause any documents, opinions and notices required to be delivered to the Trustee pursuant to the Trust Agreement to be so delivered, and (ii) shall cause the Trustee to, and the Trustee shall thereupon be obligated to (A) pay as and when due all amounts payable to former SPAC Shareholders pursuant to the SPAC Share Redemption, and (B) immediately thereafter, pay all remaining amounts then available in the Trust Account to PubCo or the Third Surviving Company (as may be elected by PubCo) for immediate use, subject to this Agreement and the Trust Agreement and (b) thereafter, the Trust Account shall terminate, except as otherwise provided therein.

Section 8.02 **NYSE Listing; SPAC Extension**. During the Interim Period, SPAC shall ensure SPAC Class A Ordinary Shares, SPAC Warrants and SPAC Units remain listed on NYSE. SPAC shall use its reasonable best efforts to take all actions necessary (including at the request of the Company) to obtain the approval of the SPAC Stockholders to extend the deadline for SPAC to consummate its initial business combination for a period of six (6) months or such longer period as mutually agreed to by the Company and SPAC (such extension, the "SPAC Extension") and shall use its reasonable best efforts to obtain such approval.

Section 8.03 **Conduct of Business**. During the period from the Initial Merger Effective Time through the Closing, the SPAC and the SPAC Acquisition Entities shall not take any action except as required or contemplated by this Agreement or the other Transaction Documents. Except (i) as expressly contemplated or permitted by the Transaction Documents, (ii) as required by applicable Law, (iii) as set forth in Section 8.03 of the SPAC Disclosure Letter, or (iv) as consented to by the Company in writing (which consent with respect to the matters set forth in Section 8.03(f), Section 8.03(g), Section 8.03(h), Section 8.03(j), Section 8.03(k), or any PIPE Investment pursuant to Section 8.03(i) shall not be unreasonably withheld, conditioned or delayed), during the Interim Period, each of SPAC and SPAC Acquisition Entities shall operate its business in the Ordinary Course and shall not:

(a) change, modify or amend the Trust Agreement or the SPAC Articles or its memorandum and articles of association or other organizational documents (whether by merger, consolidation, amalgamation or otherwise);

(b) (i) make or declare any dividend or distribution to the SPAC Shareholders or make any other distributions in respect of any of Equity Securities of SPAC or of any SPAC Acquisition Entities, (ii) sub-divide, combine, consolidate, reclassify or otherwise amend any terms of any Equity Securities of SPAC or any SPAC Acquisition Entities, or (iii) purchase, repurchase, redeem or otherwise acquire any of Equity Securities of SPAC or any SPAC Acquisition Entity, other than a redemption of SPAC Class A Ordinary Shares made as part of the SPAC Share Redemption;

(c) merge, consolidate or amalgamate with or into, or acquire (by purchasing a substantial portion of the assets of or equity in, or by any other manner) any other Person or be acquired by any other Person;

(d) make, revoke, or change any material Tax election, adopt or change any material Tax accounting method or period, file any material amendment to a Tax Return, enter into any "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local, or non-U.S. Tax Law) with a Governmental Authority, settle or compromise any material audit or other examination with respect to Taxes with a Governmental Authority, settle or compromise any claim or assessment with respect to Taxes by a Governmental Authority, knowingly surrender or allow to expire any right to claim a material refund of Taxes, incur any material Tax liabilities outside the Ordinary Course, consent to any extension or waiver of the statutory period of limitations applicable to any claim or assessment in respect of Taxes (other than any extension of time to file a Tax Return properly obtained in the Ordinary Course), or enter into any Tax sharing or similar agreement (excluding any commercial Contract not primarily related to Taxes);

(e) take any action, or knowingly fail to take any action, where such action or failure to act could reasonably be expected to prevent, impair, or impede the Transactions from qualifying for the Intended Tax Treatment;

(f) enter into, renew or amend in any material respect, any transaction or material Contract, except for material Contracts entered into in the Ordinary Course;

(g) incur, guarantee or otherwise become liable for (whether directly, contingently or otherwise) any Indebtedness or other material Liability in a principal amount or amount, as applicable, exceeding US$50,000 in the aggregate, other than (i) Indebtedness or other Liabilities expressly contemplated by this Agreement, including as set out in the SPAC Disclosure Letter or (ii) Liabilities that qualify as SPAC Transaction Expenses;

(h) make any change in its accounting principles or methods unless required by GAAP;

(i) issue any Equity Securities or grant any options, warrants, rights of conversion or other equity-based awards, including SPAC Class A Ordinary Shares issued in connection with a PIPE Investment;

(j) settle or agree to settle any litigation, action, proceeding or investigation before any Governmental Authority or any other third party or that imposes injunctive or other non-monetary relief on SPAC or a SPAC Acquisition Entity;

(k) form any Subsidiary;

(l) liquidate, dissolve, reorganize or otherwise wind-up the business and operations of SPAC or any SPAC Acquisition Entities or propose or adopt a plan of complete or partial liquidation or dissolution, consolidation, restructuring, recapitalization, reclassification or similar change in capitalization or other reorganization of SPAC; or

(m) enter into any agreement or otherwise make a commitment to do any of the foregoing.

Section 8.04 **SPAC Public Filings**. During the Interim Period, SPAC will use reasonable efforts to keep current, accurate and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Laws.

Section 8.05 **Voting of Company Shares**. At any meeting of the shareholders of the Company called to seek the Company Shareholders Approval, or at any adjournment thereof, or in connection with any written consent of the shareholders of the Company or in any other circumstances upon which a vote, consent or other approval with respect to this Agreement, the Plan of Second Merger, the Plan of Third Merger, any other Transaction Document, the Second Merger, the Third Merger or any other Transaction is sought, SPAC (i) shall, if a meeting is held, appear at such meeting or otherwise cause the Company Shares for which SPAC has received a proxy pursuant to the Shareholder Support Agreements to be counted as present at such meeting for purposes of establishing a quorum and respond to each request by the Company for written consent, if any, and (ii) shall vote or cause to be voted (including by written consent, if applicable) such Company Shares in favor of granting the Company Shareholders Approval.

Section 8.06 **Equity Commitment Letter**. SPAC shall procure Sponsor or an Affiliate thereof to enter into to an equity commitment letter (the "Equity Commitment Letter") with PubCo and the Company as soon as practicable following the date hereof, in form and substance reasonably satisfactory to PubCo, pursuant to which, Sponsor or such Affiliate agrees to subscribe for directly through PubCo that number of PubCo Ordinary Shares at US$10 per share equal to the difference between the actual value of the Trust Account (calculated following the SPAC Share Redemption) and US$12,500,000 (the " Threshold Amount"), only to the extent that the value of the Trust Account (calculated following the SPAC Share Redemption) is less than the Threshold Amount.

ARTICLE IX

FURTHER AGREEMENTS

Section 9.01 **Regulatory Approvals; Other Filings**.

(a) Each of the Company, SPAC, and the Acquisition Entities shall use their commercially reasonable efforts to cooperate in good faith with any Governmental Authority and to undertake promptly any and all action required to obtain any necessary or advisable regulatory approvals, consents, Actions, non-actions or waivers in connection with the Transactions (collectively, the "Regulatory Approvals") as soon as practicable and any and all action necessary to consummate the Transactions as contemplated hereby. Each of the Company, SPAC, and the Acquisition Entities shall use commercially reasonable efforts to cause the expiration or termination of the waiting, notice, or review periods under any applicable Regulatory Approval with respect to the Transactions as promptly as possible after the execution of this Agreement.

(b) With respect to each of the Regulatory Approvals and any other requests, inquiries, Actions, or other proceedings by or from Governmental Authorities, each of the Company, SPAC, and the Acquisition Entities shall (i) diligently and expeditiously defend and use commercially reasonable efforts to obtain any necessary clearance, approval, consent, or Regulatory Approval under any applicable Laws prescribed or enforceable by any Governmental Authority for the Transactions and to resolve any objections as may be asserted by any Governmental Authority with respect to the Transactions; and (ii) cooperate fully with each other in the defense of such matters. To the extent not prohibited by Law, the Company and the Company Acquisition Entities shall promptly furnish to SPAC, and SPAC and the SPAC Acquisition Entities shall promptly furnish to the Company, copies of any substantive notices or written communications received by such Party or any of its Affiliates from any Governmental Authority with respect to the Transactions, and each such Party shall permit counsel to the other Parties an opportunity to review in advance, and each such Party shall consider in good faith the views of such counsel in connection with, any proposed material, substantive written communications by such Party or its Affiliates to any Governmental Authority concerning the Transactions; provided, that none of the Company, SPAC or any of the Acquisition Entities shall enter into any agreement with any Governmental Authority relating to any Regulatory Approval contemplated in this Agreement without the written consent of the other Parties. To the extent not prohibited by Law, the Company and the Company Acquisition Entities agree to provide SPAC and its counsel, and SPAC and the SPAC Acquisition Entities agree to provide to the Company and its counsel, the opportunity, to the extent practical, on reasonable advance notice, to participate in any substantive meetings or discussions, either in person or by telephone, between such parties or any of its Affiliates or Representatives, on the one hand, and any Governmental Authority, on the other hand, concerning, or in connection with the Transactions. Each of the Company, SPAC, and the Acquisition Entities agrees to make all filings, to provide all information reasonably required of such Party and to reasonably cooperate with each other, in each case, in connection with the Regulatory Approvals; provided, further, that such Party shall not be required to provide information to the extent that (w) any applicable Law requires it or its Affiliates to restrict or prohibit access to such information, (x) in the reasonable judgment of such Party, the information is subject to confidentiality obligations to a third party, (y) in the reasonable judgment of such Party, the information is commercially sensitive and disclosure of such information would have a material impact on the business, results of operations or financial condition of such Party, or (z) disclosure of any such information would reasonably be likely to result in the loss or waiver of the attorney-client, work product or other applicable privilege.

(c) Without limiting Section 9.01(a) and Section 9.01(b), PubCo and the Company shall, within twenty (20) Business Days following the date hereof, file or supply, or cause to be filed or supplied in connection with the transactions contemplated herein, all notifications and information required to be filed or supplied pursuant to the HSR Act.

(d) Subject to Section 12.06, the Company shall be responsible for and pay the filing fees that are, pursuant to applicable Laws, payable by such Party to the Governmental Authorities in connection with the Transactions.

Section 9.02 Non-Solicit.

(a) During the Interim Period, SPAC will not, and will cause its Affiliates and its and their respective Representatives not to, directly or indirectly: (i) solicit, initiate, submit, facilitate (including by means of furnishing or disclosing information), discuss or negotiate, directly or indirectly, any inquiry, proposal or offer (written or oral) with respect to a SPAC Acquisition Proposal; (ii) furnish or disclose any non-public information to any person or entity in connection with or that could reasonably be expected to lead to a SPAC Acquisition Proposal; (iii) enter into any agreement, arrangement or understanding regarding a SPAC Acquisition Proposal (other than an Acceptable Confidentiality Agreement); or (iv) otherwise cooperate in any way with, or assist or participate in, or knowingly facilitate or encourage any effort or attempt by any Person to do or seek to do any of the foregoing.

(b) During the Interim Period, the Company shall not, and shall cause the Group Companies and its and their respective Representatives not to, directly or indirectly: (i) solicit, initiate, submit, facilitate (including by means of furnishing or disclosing information), discuss or negotiate, directly or indirectly, any inquiry, proposal or offer (written or oral) with any third party with respect to a Company Acquisition Proposal; (ii) furnish or disclose any non-public information to any third party in connection with or that would reasonably be expected to lead to a Company Acquisition Proposal; (iii) enter into any agreement, arrangement or understanding with any third party regarding a Company Acquisition Proposal; (iv) prepare or take any steps in connection with a public offering of any Equity Securities of the Company or any Group Company, or a newly-formed holding company of the Group Companies; or (v) otherwise cooperate in any way with, or assist or participate in, or knowingly facilitate or encourage any effort or attempt by any Person to do or seek to do any of the foregoing.

(c) Each of the Company and SPAC shall, and shall cause its Representatives to, immediately cease any and all existing discussions or negotiations with any Person conducted heretofore with respect to any Company Acquisition Proposal or any SPAC Acquisition Proposal (as applicable).

(d) Nothing in this Agreement shall prohibit SPAC or the SPAC Board from making any legally required disclosure, including disclosure of factual information regarding the business, financial condition or results of operations of the SPAC.

(e) SPAC shall notify the Company promptly (but in no event later than forty-eight (48) hours) after its receipt of any SPAC Acquisition Proposal, or any material change to any terms of a SPAC Acquisition Proposal previously disclosed to the Company. Such notice shall be in writing, and shall specify in reasonable detail the identity of the Person making the SPAC Acquisition Proposal and all material terms and conditions of such SPAC Acquisition Proposal. SPAC shall also promptly, and in any event within forty-eight (48) hours, notify the Company in writing if it enters into discussions or negotiations concerning any SPAC Acquisition Proposal in accordance with this Section 9.02.

Section 9.03 Preparation of Joint Proxy Statement/Prospectus; SPAC Shareholders' Meeting and Approvals; Company Shareholders' Meeting and Approvals.

(a) Joint Proxy Statement/Prospectus.

(i) As promptly as reasonably practicable after the execution of this Agreement, SPAC, the Acquisition Entities and the Company shall prepare, and PubCo shall file with the SEC, a registration statement on Form F-4 (as amended or supplemented from time to time, and including the Proxy Statement, the "Joint Proxy Statement/Prospectus") relating to the SPAC Shareholders' Meeting (1) to approve and adopt: (A) the Business Combination, this Agreement, the Plan of Initial Merger, and the other Transaction Documents, the Mergers and the other Transactions; (B) any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Joint Proxy Statement/Prospectus or correspondence related thereto; (C) any other proposals as reasonably agreed by SPAC and the Company to be necessary or appropriate in connection with the transactions contemplated hereby; and (D) adjournment of the SPAC Shareholders' Meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the foregoing (such proposals in (A) through (D), collectively, the "Transaction Proposals") and (2) to register under the Securities Act the PubCo Ordinary Shares that constitute the Shareholder Merger Consideration payable to the SPAC Shareholders and the Company Shareholders. SPAC, the Acquisition Entities and the Company each shall use their commercially reasonable efforts to (1) cause the Joint Proxy Statement/Prospectus when filed with the SEC to comply in all material respects with all Laws applicable thereto and rules and regulations promulgated by the SEC, (2) respond as promptly as reasonably practicable to and resolve all comments received from the SEC concerning the Joint Proxy Statement/Prospectus, (3) cause the Joint Proxy Statement/Prospectus to be declared effective under the Securities Act as promptly as practicable, and (4) keep the Joint Proxy Statement/Prospectus effective as long as is necessary to consummate the Transactions. The Company hereby agrees to cover all of the SEC registration fees solely in connection with the filing of the Joint Proxy Statement/Prospectus with the SEC. Prior to the date on which the Joint Proxy Statement/Prospectus is declared effective, the Company, SPAC and PubCo shall take all or any action required under any applicable federal or state securities Laws in connection with the issuance of PubCo Ordinary Shares and the PubCo Warrants pursuant to this Agreement. Each of the Company, SPAC and PubCo also agrees to use its commercially reasonable efforts to obtain all necessary state securities law or "Blue Sky" permits and approvals required to carry out the Transactions, and the Company and SPAC shall furnish all information concerning the Company and its Subsidiaries (in the case of the Company) or SPAC (in the case of SPAC) and any of their respective members or shareholders as may be reasonably requested in connection with any such action. As promptly as practicable after the Joint Proxy Statement/Prospectus is declared effective, SPAC shall mail (or cause to be mailed) the Joint Proxy Statement/Prospectus to the SPAC Shareholders. Each of SPAC, PubCo and the Company shall furnish to the other Parties all information concerning itself, its Subsidiaries, officers, directors, managers, shareholders, and other equityholders and information regarding such other matters as may be reasonably necessary or advisable or as may be reasonably requested in connection with the Joint Proxy Statement/Prospectus, or any other statement, filing, notice or application made by or on behalf of SPAC, PubCo, the Company or their respective Affiliates to any regulatory authority (including the Stock Exchange) in connection with the Transactions.

(ii) Any filing of, or amendment or supplement to, the Joint Proxy Statement/Prospectus will be mutually prepared and agreed upon by SPAC, PubCo, and the Company. PubCo and the Company will advise SPAC, and SPAC will advise PubCo and the Company, as applicable, promptly after receiving notice thereof, of the time when the Joint Proxy Statement/Prospectus has become effective or any supplement or amendment has been filed, of the issuance of any stop order, of the suspension of the qualification of PubCo Ordinary Shares to be issued or issuable in connection with this Agreement for offering or sale in any jurisdiction, or of any request by the SEC for amendment of the Joint Proxy Statement/Prospectus or comments thereon and responses thereto or requests by the SEC for additional information and responses thereto, and shall provide each other with a reasonable opportunity to provide comments and amendments to any such filing. SPAC, PubCo, and the Company shall cooperate and mutually agree upon (such agreement not to be unreasonably withheld or delayed), any response to comments of the SEC or its staff with respect to the Joint Proxy Statement/Prospectus and any amendment to the Joint Proxy Statement/Prospectus filed in response thereto.

(iii) If, at any time prior to the Closing, any event or circumstance relating to SPAC, a SPAC Acquisition Entity or its officers or directors, is discovered by SPAC or a SPAC Acquisition Entity which should be set forth in an amendment or a supplement to the Joint Proxy Statement/Prospectus, SPAC shall promptly inform the Company and PubCo. If, at any time prior to the Closing, any event or circumstance relating to the Company, a Company Acquisition Entity, or any of their respective Subsidiaries or their respective officers or directors, is discovered by a Company Acquisition Entity or the Company which should be set forth in an amendment or a supplement to the Joint Proxy Statement/Prospectus, the Company, or PubCo, as the case may be, shall promptly inform SPAC. Thereafter, SPAC, PubCo and the Company shall promptly cooperate in the preparation and filing of an appropriate amendment or supplement to the Joint Proxy Statement/Prospectus describing or correcting such information and shall promptly file such amendment or supplement with the SEC and, to the extent required by Law, disseminate such amendment or supplement to the SPAC Shareholders.

(b) SPAC Shareholders Approval.

(i) Prior to or as promptly as practicable after the Joint Proxy Statement/Prospectus is declared effective under the Securities Act, SPAC shall establish a record date for, duly call, give notice of, convene and hold a meeting of the SPAC Shareholders (including any adjournment or postponement thereof, the "SPAC Shareholders' Meeting") to be held as promptly as reasonably practicable following the date on which the Joint Proxy Statement/Prospectus is declared effective under the Securities Act for the purpose of voting on the Transaction Proposals and obtaining the SPAC Shareholders Approval (including any adjournment or postponement of such meeting for the purpose of soliciting additional proxies in favor of the adoption of this Agreement), providing SPAC Shareholders with the opportunity to elect to effect a SPAC Share Redemption and such other matter as may be mutually agreed by SPAC and the Company. SPAC will use its reasonable best efforts to (A) solicit from its shareholders proxies in favor of the adoption of the Transaction Proposals, including the SPAC Shareholders Approval, and will take all other action necessary or advisable to obtain such proxies and SPAC Shareholders Approval, and (B) to obtain the vote or consent of its shareholders required by and in compliance with all applicable Law, stock exchange rules and the SPAC Articles; provided, that none of SPAC, Sponsor or any of their Affiliates shall be required to pay any additional consideration to any SPAC Shareholder in order to obtain the SPAC Shareholders Approval. SPAC (x) shall consult with the Company regarding the record date and the date of the SPAC Shareholders' Meeting, and (y) shall not adjourn or postpone the SPAC Shareholders' Meeting without the prior written consent of Company (which consent shall not be unreasonably withheld, conditioned or delayed); provided, that SPAC may adjourn or postpone the SPAC Shareholders' Meeting (1) to the extent necessary to ensure that any supplement or amendment to the Joint Proxy Statement/Prospectus that SPAC reasonably determines (following consultation with the Company, except with respect to any Company Acquisition Proposal) is necessary to comply with applicable Laws is provided to the SPAC Shareholders in advance of a vote on the approval of entry into this Agreement, (2) if, as of the time that the SPAC Shareholders' Meeting is originally scheduled, there are insufficient SPAC Shares represented at such meeting (either in person or by proxy) to constitute a quorum, being the holders of a majority of the SPAC Shares, necessary to conduct the business of the SPAC Shareholders' Meeting, or (3) if, as of the time that the SPAC Shareholders' Meeting is originally scheduled, adjournment or postponement of the SPAC Shareholders' Meeting is necessary to enable SPAC to solicit additional proxies required to obtain SPAC Shareholders Approval; provided further, that SPAC may adjourn or postpone on only one occasion without the consent of the Company so long as the date of the SPAC Shareholders' Meeting is not adjourned or postponed more than an aggregate of twenty (20) consecutive calendar days in connection with such adjournment or postponement.

(ii) Subject to Section 9.02, the Joint Proxy Statement/Prospectus shall include a statement to the effect that SPAC Board has unanimously recommended that the SPAC Shareholders vote in favor of the Transaction Proposals at the SPAC Shareholders' Meeting (such statement, the "SPAC Board Recommendation") and neither the SPAC Board nor any committee thereof shall (A) withhold, withdraw, qualify, amend or modify, or publicly propose or resolve to withhold, withdraw, qualify, amend or modify, the SPAC Board Recommendation, or (B) approve, recommend or declare advisable, or publicly propose to approve, recommend or declare advisable, any SPAC Acquisition Proposal (any action described in the foregoing clauses (A) and (B), a "Change in Recommendation"); provided, that the SPAC Board may make a Change in Recommendation prior to receipt of the SPAC Shareholders Approval if it determines in good faith that it is required to do so in order to comply with the directors' fiduciary duties under applicable Laws; provided, further, that even if the SPAC Board makes a Change in Recommendation in accordance with this Section 9.03(b)(ii), SPAC shall comply with its obligations in the first sentence of Section 9.03(b)(i).

(c) Company Shareholders Approval.

(i) Prior to or as promptly as practicable after the Joint Proxy Statement/Prospectus is declared effective under the Securities Act, unless otherwise agreed to by SPAC, the Company shall establish a record date for, duly call, give notice of, convene and hold a meeting of the Company Shareholders (including any adjournment thereof, the "Company Shareholders' Meeting") to be held as promptly as reasonably practicable following the date that the Joint Proxy Statement/Prospectus is declared effective under the Securities Act for the purpose of obtaining the Company Shareholders Approval (including any adjournment of such meeting for the purpose of soliciting additional proxies in favor of this Agreement) and such other matter as may be mutually agreed by SPAC and the Company. The Company will use its reasonable best efforts to (A) solicit from its shareholders proxies in favor of the Company Shareholders Approval, and (B) obtain the vote or consent of its shareholders required by and in compliance with all applicable Law. The Company (x) shall set the date of the Company Shareholders' Meeting to be seven (7) days after the Joint Proxy Statement/Prospectus is declared effective unless otherwise agreed to by SPAC, and (y) shall not adjourn the Company Shareholders' Meeting without the prior written consent of SPAC (which consent shall not be unreasonably withheld, conditioned or delayed); provided, that the Company may adjourn the Company Shareholders' Meeting (1) if, as of the time that the Company Shareholders' Meeting is originally scheduled, there are insufficient Company Shares represented at such meeting (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Shareholders' Meeting, or (2) if, as of the time that the Company Shareholders' Meeting is originally scheduled, adjournment of the Company Shareholders' Meeting is necessary to enable the Company to solicit additional proxies required to obtain Company Shareholders Approval; provided further, that for both sub-clauses (1) and (2) in the aggregate the Company may adjourn or postpone on only one occasion without the consent of the SPAC and so long as the date of the Company Shareholders' Meeting is not adjourned or postponed more than an aggregate of ten (10) consecutive days in connection with such adjournment or postponement.

(ii) The Company shall send meeting materials to the Company Shareholders entitled to receive notice of the Company Shareholders' Meeting which shall seek the Company Shareholders Approval and shall include in all such meeting materials it sends to such Company Shareholders in connection with the Company Shareholders' Meeting a statement to the effect that the Company Board has unanimously recommended that such Company Shareholders vote in favor of the Company Shareholders Approval (such statement, the "Company Board Recommendation") and neither the Company Board nor any committee thereof shall withhold, withdraw, qualify, amend or modify, or publicly propose or resolve to withhold, withdraw, qualify, amend or modify, the Company Board Recommendation.

Section 9.04 Support of Transaction. Without limiting any covenant in Article VII or Article VIII, each of the Company and the SPAC shall, and the Company shall cause the other Group Companies and the Company Acquisition Entities to, and SPAC shall cause the SPAC Acquisition Entities to, (a) use commercially reasonable efforts to obtain all material consents and approvals of third parties that the Group Companies or the Company Acquisition Entities and SPAC or the SPAC Acquisition Entities, as applicable, are required to obtain in order to consummate the Transactions, (b) take such other action as may be reasonably necessary or as another Party may reasonably request to satisfy the conditions of Article X or otherwise to comply with this Agreement and to consummate the Transactions as soon as practicable; provided, that, notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement shall require any of the Group Companies, SPAC or any Acquisition Entity or any of their respective Affiliates to (i) commence or threaten to commence, pursue or defend against any Action, whether judicial or administrative, (ii) seek to have any stay or Governmental Order vacated or reversed, (iii) propose, negotiate, commit to or effect by consent decree, hold separate order or otherwise, the sale, divestiture, licensing or disposition of any assets or businesses of PubCo, any Group Company or SPAC, (iv) take or commit to take actions that limit the freedom of action of any of PubCo, the Group Companies or SPAC with respect to, or the ability to retain, control or operate, or to exert full rights of ownership in respect of, any of the businesses, product lines or assets of PubCo, any Group Company or SPAC, or (v) grant any financial, legal or other accommodation to any other Person.

Section 9.05 Tax Matters.

(a) Intended Tax Treatment.

(i) This Agreement is intended to constitute and hereby is adopted as a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a) for purposes of Sections 354, 361, and 368 of the Code and the Treasury Regulations thereunder. The Parties shall use commercially reasonable efforts to cause the Transactions to qualify, (and SPAC shall not, nor permit or cause any of their Affiliates to, take any action that could reasonably be expected to prevent, impair, or impede the Transactions from qualifying), for the Intended Tax Treatment, including changing the classification of Merger Sub 1 or Merger Sub 3 as disregarded as an entity separate from its owner for U.S. federal income Tax purposes as of its formation following its initial entity classification on IRS Form 8832 to be so treated. The Parties intend that the Transactions qualify for the Intended Tax Treatment and, if applicable and if required by U.S. Tax Law, shall report the Transactions consistently with the Intended Tax Treatment and the immediately preceding sentence, unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code. The Parties shall use commercially reasonable efforts to cooperate with each other and their respective Tax counsel and other Tax advisors to document and support the Transactions' qualification for the Intended Tax Treatment.

(ii) Each Party shall promptly notify the other Parties in writing if, before the Closing, it reasonably determines that the Transactions may not qualify for the Intended Tax Treatment. Following such notice, the notifying Party may propose amendments to the terms of this Agreement that such Party reasonably believes could facilitate such qualification without adversely affecting the rights and commercial position of the Parties. In that case, each other Party shall consider in good faith the proposed amendments and, if it determines in good faith that such amendments would not adversely affect the rights and commercial position of the Parties, the Parties shall effect such amendments.

(b) Gain Recognition Agreement Information. PubCo acknowledges that certain "U.S. persons" (within the meaning of Treasury Regulations Section 1.367(a)-3(c)(5)(iv)) that owns at least five percent (5%) of either the total voting power or the total value of the stock of PubCo immediately after the Transactions (a "5% Shareholder"), 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 reasonable request of any 5% Shareholder made following the Closing Date, PubCo shall use commercially reasonable efforts to (i) furnish to such 5% Shareholder (to the extent such written request includes the contact information of such 5% Shareholder) such information as such 5% Shareholder reasonably requests in connection with such 5% Shareholder's preparation of a gain recognition agreement, and (ii) provide such 5% Shareholder with the information reasonably requested by such 5% Shareholder for purposes of determining whether there has been a gain "triggering event" under the terms of such 5% Shareholder's gain recognition agreement. The obligations under this Section 9.05(b) shall survive after the Closing.

(c) PFIC. For each taxable year in which Sponsor remains a principal shareholder of PubCo for the entirety of such taxable year, PubCo shall use commercially reasonable efforts to (i) determine whether it is a PFIC for such taxable year and (ii) if PubCo determines that it is a PFIC for such taxable year, (A) make electronically available a PFIC Annual Information Statement meeting the requirements of Treasury Regulations Section 1.1295-1(g) for such taxable year and (B) provide such other information related to such taxable year that is reasonably requested by PubCo's shareholders and their direct and/or indirect owners that are "United States" persons (within the meaning of Section 7701(a)(30) of the Code) and reasonably necessary to comply with the provisions of the Code with respect to PFICs, including making and complying with the requirements of a "Qualified Electing Fund" election pursuant to Section 1295 of the Code; provided that Sponsor shall be considered a "principal shareholder" for purposes of this Section 9.05(c) so long as Sponsor or an Affiliate of Sponsor holds at least 50% of the aggregate number of PubCo Ordinary Shares issued to Sponsor on the Closing Date.

(d) Tax Opinions. No Tax counsel or other Tax advisors of the Parties shall be required to provide a Tax opinion as a condition to the Closing. In the event that any Party seeks a Tax opinion from its Tax advisor regarding the Intended Tax Treatment, or the SEC requests or requires a Tax opinion regarding the Intended Tax Treatment, each Party shall use commercially reasonable efforts to execute and deliver customary Tax representation letters (not to be inconsistent with this Agreement or the other Transaction Documents) as the applicable Tax advisor may reasonably request in form and substance reasonably satisfactory to such Tax advisor.

(e) Transfer Taxes. PubCo shall be responsible for and shall pay all Transfer Taxes. The Party required by Law to do so shall file all necessary Tax Returns and other documentation with respect to all Transfer Taxes and, if required by applicable Law, the other Parties shall, and shall cause their respective Affiliates to, join in the execution of any such Tax Returns and other documentation. The Parties shall use commercially reasonable efforts to cooperate with respect the filing of any such Tax Returns and other documentation and to cooperate to eliminate or reduce any Transfer Taxes.

Section 9.06 Shareholder Litigation. The Company and PubCo shall promptly advise SPAC, and SPAC shall promptly advise the Company, as the case may be, of any Action commenced (or to the Knowledge of the Company or PubCo or the Knowledge of SPAC, as applicable, threatened) on or after the date of this Agreement against such party, any of its Subsidiaries or any of its directors or officers by any Company Equityholder or SPAC Shareholder relating to this Agreement, the Mergers or any of the other Transactions, the occurrence of which has caused or is reasonably likely to cause any condition to the obligations of any Party to effect the Transactions not to be satisfied or is reasonably likely to have a material adverse effect on the ability of the Parties to consummate the Transactions or to materially delay the timing thereof (any such Action, "Shareholder Litigation"), and such party shall keep the other party reasonably informed regarding any such Shareholder Litigation. Other than with respect to any Shareholder Litigation where the parties identified in this sentence are adverse to each other or in the context of any Shareholder Litigation related to or arising out of a Company Acquisition Proposal or a SPAC Acquisition Proposal, (a) the Company and PubCo shall give SPAC a reasonable opportunity to participate in the defense or settlement of any such Shareholder Litigation (and consider in good faith the suggestions of SPAC in connection therewith) brought against the Company or PubCo, any of their respective Subsidiaries or any of their respective directors or officers and no such settlement shall be agreed to without the SPAC's prior consent (which consent shall not be unreasonably withheld, conditioned or delayed), and (b) SPAC and shall give the Company a reasonable opportunity to participate in the defense or settlement of any such Shareholder Litigation (and consider in good faith the suggestions of the Company in connection therewith) brought against SPAC, any of its Subsidiaries or any of its directors or officers, and no such settlement shall be agreed to without the Company's prior consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 9.07 Notice of Developments. During the Interim Period, the Company shall promptly notify SPAC in writing, and SPAC shall promptly notify the Company in writing, upon any of the Group Companies or SPAC, as applicable, becoming aware (awareness being determined with reference to the Knowledge of the Company or the Knowledge of SPAC, as the case may be): (i) of the occurrence or non-occurrence of any event the occurrence or non-occurrence of which has caused or is reasonably likely to cause any condition to the obligations of any Party to effect the Transactions not to be satisfied; or (ii) of any notice or other communication from any Governmental Authority which is reasonably likely to have a material adverse effect on the ability of the Parties to consummate the Transactions or to materially delay the timing thereof. The delivery of any notice pursuant to this Section 9.07 shall not cure any breach of any warranty requiring disclosure of such matter or any breach of any covenant, condition or agreement contained in this Agreement or any other Transaction Document or otherwise limit or affect the rights of, or the remedies available to, SPAC or the Company, as applicable. Notwithstanding anything to the contrary contained herein, any failure to give such notice pursuant to this Section 9.07 shall not give rise to any liability of the Company or SPAC or be taken into account in determining whether the conditions in Article X have been satisfied or give rise to any right of termination set forth in Article XI.

Section 9.08 **PubCo Listing**. Prior to the Closing, PubCo shall apply for, and shall use reasonable best efforts to cause, the PubCo Ordinary Shares to be issued in connection with the Transactions to be approved for listing on NYSE or Nasdaq as jointly selected by the Company and SPAC (the "Stock Exchange"), and accepted for clearance by the DTC, subject to official notice of issuance, prior to the Closing Date.

Section 9.09 **Delisting and Deregistration**. The Company, PubCo, and SPAC shall use their respective reasonable best efforts to cause the SPAC Units, SPAC Shares, and SPAC Warrants to be delisted from NYSE (or be succeeded by the respective PubCo 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 PubCo) as of the Initial Merger Effective Time or as soon as practicable thereafter.

Section 9.10 **Employee Matters.**

(a) Equity Plan. Prior to the Closing Date, PubCo shall approve and adopt an incentive equity plan (the "Incentive Equity Plan"), as proposed by the Board of Directors of the Company and as approved by the SPAC. The Incentive Equity Plan shall have an initial additional share reserve, in addition to PubCo Substitute Options, equal to 5% of the fully-diluted PubCo Ordinary Shares immediately following the Closing (including as a result of any PIPE Investment and Equity Commitment Letter). For the purpose of the foregoing sentence, the PubCo Substitute Options shall be counted in determining the "fully-diluted" PubCo Ordinary Shares.

(b) No Third-Party Beneficiaries. Notwithstanding anything herein to the contrary, each of the parties to this Agreement acknowledges and agrees that all provisions contained in this Section 9.10 are included for the sole benefit of SPAC, PubCo and the Company, and that nothing in this Agreement, whether express or implied, (i) shall be construed to establish, amend, or modify any employee benefit plan, program, agreement or arrangement, (ii) shall limit the right of SPAC, PubCo, the Company or their respective Affiliates to amend, terminate or otherwise modify any Benefit Plan or other employee benefit plan, agreement or other arrangement following the Closing Date, or (iii) shall confer upon any Person who is not a party to this Agreement (including any equityholder, any current or former director, manager, officer, employee or independent contractor of any Group Company, or any participant in any Benefit Plan or other employee benefit plan, agreement, or other arrangement (or any dependent or beneficiary thereof)), any right to continued or resumed employment or recall, any right to compensation or benefits, or any third-party beneficiary or other right of any kind or nature whatsoever.

ARTICLE X

CONDITIONS TO OBLIGATIONS

Section 10.01 **Conditions to Obligations of SPAC, the Company and the Acquisition Entities**. The obligations of each of SPAC, the Company and the Acquisition Entities to consummate, or cause to be consummated, the Transactions at the Closing, are subject to the satisfaction of the following conditions, any one or more of which may be waived in writing by all Parties:

(a) the SPAC Shareholders Approval shall have been obtained and remain in full force and effect;

(b) any required waiting period or periods (including any extension thereof) applicable to the consummation of the transactions contemplated by this Agreement under the HSR Act shall have terminated or expired;

(c) the Joint Proxy Statement/Prospectus shall have become effective under the Securities Act and no stop order suspending the effectiveness of the Joint Proxy Statement/Prospectus shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC and not withdrawn;

(d) (i) PubCo's initial listing application with the Stock Exchange in connection with the Transactions shall have been approved and PubCo will, immediately following the Closing, satisfy any applicable initial and continuing listing requirements of the Stock Exchange, and PubCo shall not have received any notice of non-compliance therewith, and (ii) the PubCo Ordinary Shares to be issued in connection with the Transactions shall have been approved for listing on the Stock Exchange, subject to official notice of issuance;

(e) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) or Governmental Order that is then in effect and which has the effect of making the Transactions illegal or which otherwise prevents or prohibits consummation of the Transactions; and

(f) upon the Closing and after giving effect to any SPAC Share Redemption and any PIPE Investment and any investment pursuant to the Equity Commitment Letter, PubCo will have net tangible assets of at least US$5,000,001.

Section 10.02 **Conditions to Obligations of SPAC and SPAC Acquisition Entities**. The obligations of SPAC and the SPAC Acquisition Entities to consummate, or cause to be consummated, the Transactions at the Closing are subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by SPAC:

(a) (i) the Company and PubCo Fundamental Warranties shall be true and correct in all but de minimis respects, as applicable, on and as of the date of this Agreement and the Closing Date as though made on and as of the date hereof and the Closing Date, except with respect to such warranties which speak as to an earlier date, which warranties shall be true and correct in all but de minimis respects at and as of such date, except for changes after the date of this Agreement which are contemplated or expressly permitted by this Agreement or the other Transaction Documents, and (ii) each of the warranties of the Company contained in this Agreement other than the Company and PubCo Fundamental Warranties (disregarding any qualifications and exceptions contained therein relating to materiality, material adverse effect, and Company Material Adverse Effect, or any similar qualification or exception) shall be true and correct on and as of the date of this Agreement and the Closing Date as though made on and as of the date hereof and the Closing Date, except with respect to such warranties which speak as to an earlier date, which warranties shall be true and correct at and as of such date, except for, in each case, inaccuracies or omissions that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect;

(b) each of the covenants of the Company and the Company Acquisition Entities to be performed as of or prior to the Closing shall have been performed in all material respects;

(c) since the date hereof, there has not been any Company Material Adverse Effect that is continuing and uncured;

(d) the Company Shareholders Approval shall have been obtained, and copies of the minutes and/or shareholders' written consent evidencing such Company Shareholders Approval shall have been delivered to SPAC, and remain in full force and effect;

(e) the Company Pre-Closing Actions (as defined in the Company Disclosure Letter) shall have been completed;

(f) the Executive Employment Agreement (as defined in the Company Disclosure Letter) shall have been amended by the parties thereto to remove the top-up rights set forth in 4.4(a) of the Executive Employment Agreement, or the Executive as defined therein shall have provided an irrevocable waiver waiving the top-up rights set forth in 4.4(a) of the Executive Employment Agreement, in each case on terms which are reasonably acceptable to Sponsor;

(g) the Company or PubCo, as applicable, shall enter or have entered into a multiyear development agreement (the "Pharma Partner Agreement") with a leading pharmaceutical or biotechnology company at terms that are to the reasonable satisfaction of SPAC, and such agreement is in full force and effect with no breach or violation thereof by the Group Companies. For the avoidance of doubt, no Yitai Agreement shall constitute a Pharma Partner Agreement; and

(h) the Yitai Agreements shall have been entered into by the Company or any Group Company or PubCo, as applicable, and Yitai, and such agreements are in full force and effect with no breach or violation thereof by the Group Companies.

Section 10.03 Conditions to Obligations of the Company and the Company Acquisition Entities. The obligations of the Company and the Company Acquisition Entities to consummate, or cause to be consummated, the Transactions at the Closing are subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by the Company:

(a) (i) the SPAC Fundamental Warranties shall be true and correct in all but de minimis respects as of the Closing Date, except with respect to such warranties which speak as to an earlier date, which warranties shall be true and correct in all but de minimis respects at and as of such date, except for changes after the date of this Agreement which are contemplated or expressly permitted by this Agreement, and (ii) each of the warranties of SPAC and SPAC Acquisition Entities contained in this Agreement other than the SPAC Fundamental Warranties (disregarding any qualifications and exceptions contained therein relating to materiality, material adverse effect or any similar qualification or exception) shall be true and correct as of the Closing Date, except with respect to such warranties which speak as to an earlier date, which warranties shall be true and correct in all material respects at and as of such date, in each case, inaccuracies or omissions that would not, individually or in the aggregate, reasonably be expected to have a SPAC Material Adverse Effect;

(b) each of the covenants of SPAC and the SPAC Acquisition Entities to be performed as of or prior to the Closing shall have been performed in all material respects;

(c) the sum of (i) the amount of cash and cash equivalents available in the Trust Account following the SPAC Shareholders' Meeting, after deducting the amounts required to satisfy the SPAC Share Redemption, plus (ii) the aggregate amount of proceeds of any PIPE Investment actually received by PubCo or SPAC prior to or substantially concurrently with the Closing, plus (iii) as of immediately prior to the Closing, the amount of cash and cash equivalents held by SPAC without restriction outside of the Trust Account and any interest earned on the amount of cash held inside the Trust Account is at least US$12,500,000;

(d) since the SPAC Accounts Date, there has not been any SPAC Material Adverse Effect;

(e) the underwriters of the IPO shall have delivered a written waiver letter to the Company regarding waiver of any underwriting discount, fees or expenses (whether deferred or not) in relation to the IPO;

(f) the Warrant Assignment, Assumption and Amendment Agreement shall have been duly executed by all parties thereto other than the Company and delivered to the Company; and

(g) the Equity Commitment Letter duly executed by Sponsor or an Affiliate thereof has been delivered to the Company, and Sponsor or such Affiliate has performed all its obligations thereunder.

Section 10.04 Frustration of Conditions. None of SPAC, the Acquisition Entities or the Company may rely on the failure of any condition set forth in this Article X to be satisfied if such failure was caused by such Party's failure to comply in all material respects with its obligations hereunder.

ARTICLE XI

TERMINATION

Section 11.01 Termination. This Agreement may be terminated prior to the Closing:

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

(b) by the Company or SPAC by written notice to the other Parties, if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order 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 Transactions;

(c) by the Company or SPAC by written notice to the other Parties, if the SPAC Shareholders Approval shall not have been obtained by reason of the failure to obtain the required vote at the SPAC Shareholders' Meeting duly convened therefor (after giving effect to any adjournment or postponement thereof);

(d) by the Company by written notice to the other Parties, if the SPAC Board or any committee thereof has withheld, withdrawn, qualified, amended or modified, or publicly proposed or resolved to withhold, withdraw, qualify, amend or modify, the SPAC Board Recommendation;

(e) by SPAC by written notice to the other Parties, if the Company Shareholders Approval shall not have been obtained within ten (10) days after the Joint Proxy Statement/Prospectus became effective;

(f) by SPAC by written notice to the other Parties, if the Company or any Company Acquisition Entity is in material breach of its respective warranties or obligations hereunder that would render any of the conditions set forth in Section 10.02 incapable of being satisfied on the Closing Date, and such breach is either (i) not capable of being cured prior to the Outside Date, or (ii) if curable, is not cured within the earlier of (x) thirty (30) days after the giving of written notice by SPAC to the Company, and (y) two (2) Business Days prior to the Outside Date;

(g) by the Company by written notice to the other Parties, if SPAC or any SPAC Acquisition Entity is in material breach of its warranties or obligations hereunder that would render any of the conditions set forth in Section 10.03 incapable of being satisfied on the Closing Date, and such breach is either (i) not capable of being cured prior to the Outside Date, or (ii) if curable, is not cured within the earlier of (x) thirty (30) days after the giving of written notice by the Company to SPAC, and (y) two (2) Business Days prior to the Outside Date;

(h) by the Company or SPAC by written notice to the other Parties, if the Closing shall not have occurred by 5:00 p.m. (New York City time) on the Outside Date; provided, that the right to terminate this Agreement pursuant to this Section 11.01(h) shall not be available to any Party whose breach (in the case of the Company, including breach by any Company Acquisition Entity; in the case of SPAC, including breach by any SPAC Acquisition Entity) of any warranty, covenant or agreement set forth in this Agreement in any manner shall have been the primary cause of the failure of the Closing to be have occurred on or prior to the Outside Date; or

(i) by the Company or SPAC by written notice to the other Parties, if there shall have occurred a SPAC Material Adverse Effect after the SPAC Accounts Date (in the case of a termination by the Company) or a Company Material Adverse Effect after the date hereof (in the case of a termination by the SPAC).

Section 11.02 **Effect of Termination**. Any termination of this Agreement under Section 11.01 above will be effective immediately upon the delivery of written notice of the terminating Party to the other Parties, which sets forth the provision of Section 11.01 under which such termination is made. In the event of the termination of this Agreement pursuant to Section 11.01, this Agreement shall forthwith become void and have no effect, without any liability on the part of any Party or its respective Affiliates, officers, directors or shareholders, other than liability of the Company, SPAC or any Acquisition Entity, as the case may be, for any Willful Breach of this Agreement or fraud occurring prior to such termination, except that the provisions of this Section 11.02, Article I, Article XII and the Confidentiality Agreement shall survive any termination of this Agreement. As used herein, the term "***Willful Breach***" means a deliberate act or a deliberate failure to act (including a failure to cure circumstances), which act or failure to act constitutes a breach of this Agreement, where the breaching party knows such action or omission is or would reasonably be expected to result in a material breach of such representation, warranty, agreement or covenant.

ARTICLE XII

MISCELLANEOUS

Section 12.01 **Trust Account Waiver**. Notwithstanding anything to the contrary set forth in this Agreement, the Company, each Company Acquisition Entity and each SPAC Acquisition Entity acknowledges that, as described in the final prospectus of SPAC, dated March 11, 2021 (File No. 333-252633), available at www.sec.gov, substantially all of SPAC's assets consist of the cash proceeds of SPAC's initial public offering and private placements of its securities and substantially all of those proceeds have been deposited in a trust account for the benefit of SPAC, certain of its public shareholders and the underwriters of SPAC's initial public offering (the "Trust Account"). The Company, each Company Acquisition Entity and each SPAC Acquisition Entity further acknowledges that it has been advised by SPAC that funds in the Trust Account may be disbursed only in accordance with the Trust Agreement and the SPAC Articles. For and in consideration of SPAC entering into this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company (on behalf of itself and its Affiliates), each Company Acquisition Entity and each SPAC Acquisition Entity hereby irrevocably waives any right, title, interest or claim of any kind they have or may have in the future in or to any monies in the Trust Account and agree not to seek recourse against the Trust Account or any funds distributed therefrom as a result of, or arising out of, this Agreement and any negotiations, Contracts or agreements with SPAC; provided, that (x) nothing herein shall serve to limit or prohibit the Company's right to pursue a claim against SPAC for legal relief against monies or other assets held outside the Trust Account, for specific performance or other equitable relief in connection with the consummation of the Transactions (including a claim for First Surviving Company to specifically perform its obligations under this Agreement and cause the disbursement of the balance of the cash remaining in the Trust Account (after giving effect to the SPAC Share Redemption) to the Company in accordance with the terms of this Agreement and the Trust Agreement) so long as such claim would not affect SPAC's or First Surviving Company's ability to fulfill its obligation to effectuate the SPAC Share Redemption, or for fraud, and (y) nothing herein shall serve to limit or prohibit any claims that the Company may have in the future against SPAC's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds).

Section 12.02 **Waiver**. Any Party may, at any time prior to the Closing, by action taken by its board of directors or officers or Persons thereunto duly authorized, (a) extend the time for the performance of the obligations or acts of the other Parties, (b) waive any inaccuracies in the warranties (of another Party) that are contained in this Agreement, or (c) waive compliance by the other Parties with any of the agreements or conditions contained in this Agreement, but such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party granting such extension or waiver.

Section 12.03 **Notices**. All general notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by courier or sent by registered post or sent by electronic mail to the intended recipient thereof at its address or at its email address set out below (or to such other address or email address as a Party may from time to time notify the other Parties). Any such notice, demand or communication shall be deemed to have been duly served (a) if given personally or sent by courier, upon delivery during normal business hours at the location of delivery or, if later, then on the next Business Day after the day of delivery, (b) if sent by electronic mail during normal business hours at the location of delivery, immediately, or, if later, then on the next Business Day after the day of delivery, (c) the third Business Day following the day sent by reputable international overnight courier (with written confirmation of receipt), and (d) if sent by registered post, five (5) days after posting. The initial addresses and email addresses of the Parties for the purpose of this Agreement are:

If to SPAC or any SPAC Acquisition Entity, to:

Ross Acquisition Corp II
1 Pelican Lane
Palm Beach, Florida 33480
Attention: Wilbur L. Ross and Nadim Qureshi
Email: [***] and [***]

with a required copy (which shall not constitute notice) to:

White & Case LLP
111 South Wacker Drive, Suite 5100
Chicago, Illinois 60606
Attention: Gary Silverman
E-mail: Gary.Silverman@whitecase.com

If to the Company or any Company Acquisition Entity, to:

245 Main Street, 3rd Floor,
Cambridge, MA 02142
Attention: JANG Ming-Kuei
Email: [***]

with a required copy (which shall not constitute notice) to:

Cooley HK
35th Floor, Two Exchange Square
8 Connaught Place
Central, Hong Kong
Attention: Will H. Cai
E-mail: wcai@cooley.com

If to the PubCo, the Company or any Acquisition Entity (following Closing), to:

245 Main Street, 3rd Floor,
Cambridge, MA 02142
Attention: JANG Ming-Kuei
Email: [***]

And

Ross Acquisition Corp II
1 Pelican Lane
Palm Beach, Florida 33480
Attention: Wilbur L. Ross and Nadim Qureshi
Email: [***] and [***]

with a required copy (which shall not constitute notice) to:

White & Case LLP
111 South Wacker Drive, Suite 5100
Chicago, Illinois 60606
Attention: Gary Silverman
E-mail: Gary.Silverman@whitecase.com

with a second required copy (which shall not constitute notice) to:

Cooley HK
35th Floor, Two Exchange Square
8 Connaught Place
Central, Hong Kong
Attention: Will H. Cai
E-mail: wcai@cooley.com

Section 12.04 **Assignment**. No Party shall assign this Agreement or any part hereof without the prior written consent of the other Parties and any such transfer without prior written consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

Section 12.05 **Rights of Third Parties**. Nothing expressed or implied in this Agreement is intended or shall be construed to (a) confer upon or give any Person (including any equityholder, any current or former director, manager, officer, employee or independent contractor of any Group Company, or any participant in any Benefit Plan or other employee benefit plan, agreement or other arrangement (or any dependent or beneficiary thereof)), other than the Parties, any right or remedies under or by reason of this Agreement, (b) establish, amend or modify any employee benefit plan, program, policy, agreement or arrangement, or (c) limit the right of SPAC, the Company, any Acquisition Entity or their respective Affiliates to amend, terminate or otherwise modify any Benefit Plan or other employee benefit plan, policy, agreement or other arrangement following the Closing; provided, that (i) the D&O Indemnified Parties (and their successors, heirs, and representatives) are intended third-party beneficiaries of, and may enforce, Section 7.05, (ii) the Company Non-Recourse Parties and the SPAC Non-Recourse Parties (and their successors, heirs, and representatives) are intended third-party beneficiaries of, and may enforce, Section 12.16, and (iii) Sponsor (and its successors, heirs, and representatives) (x) is the intended third-party beneficiary of, and may enforce this Agreement pursuant to, Section 12.15 and, (y) following the Initial Merger Effective Time, shall have the sole right to enforce any and all of the rights granted to SPAC under this Agreement.

Section 12.06 Expenses. Except as otherwise set forth in this Agreement or otherwise agreed in writing between any of the Parties, each Party shall be responsible for and pay its own expenses incurred in connection with this Agreement and the Transactions, including all fees of its legal counsel, financial advisers and accountants; provided, that (a) Company shall pay or cause to be paid any payments or fees associated with the SPAC Extension, and (b) if the Closing shall occur, PubCo shall pay or cause to be paid, in accordance with Section 2.07(e), the SPAC Transaction Expenses (other than those that have been paid in accordance with Section 12.06(a)) and the Company Transaction Expenses, respectively, and SPAC undertakes that it or Sponsor shall notify the Company and seek its prior written consent, not to be unreasonably withheld, conditioned or delayed, before engaging any advisors in connection with the Transactions or incur any SPAC Transaction Expenses, provided further, that such notice or consent will not be required for any Ordinary Course expenses or amounts incurred or charged by advisors or other Representatives of the SPAC or Sponsor existing as of the date hereof or for any expenses or amounts which are customary to consummate the Transactions.

Section 12.07 Governing Law. This Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Agreement, shall be governed by and construed in accordance with the Laws of Delaware, without giving effect to the principles of conflicts of laws that would otherwise require the application of the Laws of any other jurisdiction; provided, that the fiduciary duties of the Company Board and the SPAC Board with respect to the relevant Merger(s) shall in each case be governed by the laws of the Cayman Islands.

Section 12.08 Consent to Jurisdiction; Waiver of Trial by Jury. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF (I) THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF DELAWARE OR (II) THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, TO THE SUPERIOR COURT OF THE STATE OF DELAWARE SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND 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, THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE CONVENIENT OR APPROPRIATE OR THAT THIS AGREEMENT 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 DELAWARE 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 12.03 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 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 AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS 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 AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 12.08.

Section 12.09 Headings; Counterparts. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, and by different Parties in separate counterparts, with the same effect as if all Parties had signed the same document, but all of which together shall constitute one and the same instrument. Copies of executed counterparts of this Agreement transmitted by electronic transmission (including by email or in .pdf format) or facsimile, as well as electronically or digitally executed counterparts (such as DocuSign) shall have the same legal effect as original signatures and shall be considered original executed counterparts of this Agreement.

Section 12.10 Entire Agreement. This Agreement (together with the Disclosure Letters) and the other Transaction Documents constitute the entire agreement among the parties to this Agreement relating to the Transactions and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the Transactions. No warranties, covenants, understandings, agreements, oral or otherwise, relating to the Transactions exist between such Parties except as expressly set forth in the Transaction Documents.

Section 12.11 Amendments. This Agreement may be amended or modified in whole or in part prior to the Initial Merger Effective Time only by a duly authorized agreement in writing executed by each of the Parties; provided, that after the Company Shareholders Approval or the SPAC Shareholders Approval has been obtained, there shall be no amendment or waiver that by applicable Law or the Company Articles or SPAC Articles (as applicable) requires further approval by the Company Shareholders or the SPAC Shareholders, respectively, without such approval having been obtained.

Section 12.12 Publicity.

(a) All press releases or other public communications relating to the Transactions, and the method of the release for publication thereof, shall prior to the Closing be subject to the prior mutual approval of SPAC and the Company; provided, that no such Party shall be required to obtain consent pursuant to this Section 12.12(a) to the extent any proposed release or statement is substantially equivalent to the information that has previously been made public without breach of the obligation under this Section 12.12(a). For the avoidance of doubt, nothing contained in this Section 12.12 shall prevent SPAC, PubCo or the Company and/or their respective Affiliates from furnishing customary summarized information concerning the Transactions and publicly available information to their current and prospective investors or Private Placement Investors.

(b) The restriction in Section 12.12(a) shall not apply to the extent the public announcement is required by applicable securities Law, any Governmental Authority or stock exchange rule; provided, that in such an event, the Party making the announcement shall, to the extent practicable, use its commercially reasonable efforts to consult with the other Party in advance as to its form, content and timing.

Section 12.13 Confidentiality. The Parties hereby acknowledge and agree that the information being provided in connection with this Agreement, the consummation of the Transactions and the existence and terms of this Agreement are confidential and subject to the terms of the Confidentiality Agreement, the terms of which are hereby incorporated herein by reference mutatis mutandis and shall apply to such disclosures. Notwithstanding the foregoing, each Party shall be permitted to disclose the Transaction Documents, the fact that the Transaction Documents have been signed and the status and terms of the Transactions to its existing or potential Affiliates, partners, shareholders, lenders, underwriters, financing sources, and regulators, and to the extent required, in regulatory filings, and their respective Representatives; provided, that such parties entered into customary confidentiality agreements or are otherwise bound by fiduciary or other duties to keep such information confidential.

Section 12.14 **Severability**. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained in this Agreement is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained in this Agreement that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 12.15 **Enforcement**. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific enforcement of the terms and provisions of this Agreement, in addition to any other remedy to which any Party is entitled at law or in equity. In the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense, that there is an adequate remedy at law, and each Party agrees to waive any requirement for the securing or posting of any bond in connection therewith.

Section 12.16 **Non-Recourse**. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the Transactions may only be brought against, the Company, SPAC, and the Acquisition Entities as named Parties. Except to the extent a Party (and then only to the extent of the specific obligations undertaken by such Party), (i) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or other Representative of the Company or any Company Acquisition Entity (each, a "Company Non-Recourse Party") or of SPAC (each, an "SPAC Non-Recourse Party"), and (ii) no past, present or future director, officer, employee, incorporator, member, partner, shareholder, Affiliate, agent, attorney, advisor or other Representative of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, SPAC or the Acquisition Entities under this Agreement for any claim based on, arising out of, or related to this Agreement or the Transactions. Notwithstanding the foregoing, nothing in this Section 12.16 shall relief any Person of liability under any other Transaction Documents to which such Person is a party.

Section 12.17 **Non-Survival of Warranties and Covenants**. Except as otherwise contemplated by Section 11.02, the warranties, covenants, obligations or other agreements in this Agreement or in any certificate (including confirmations therein), statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such warranties, covenants, obligations, agreements and other provisions, shall not survive the Closing and shall terminate and expire upon the occurrence of the Closing (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained in this Agreement that by their terms expressly apply in whole or in part after the Closing, and then only with respect to any breaches occurring after the Closing and (b) this Article XII.

Section 12.18 Conflicts and Privilege.

(a) Each of SPAC, the Acquisition Entities and the Company hereby agrees on behalf of its directors, members, partners, officers, employees and Affiliates and each of their respective successors and assigns (including after the Closing, the Third Surviving Company) (all such parties, the "W&C Waiving Parties"), that White & Case LLP ("W&C") may represent the shareholders or holders of other equity interests of the Company or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Third Surviving Company) (collectively, the "W&C WP Group"), in each case, solely in connection with any Action or obligation arising out of or relating to this Agreement, any other Transaction Documents or the transactions contemplated hereby or thereby, notwithstanding its prior representation of the Company and its Subsidiaries or other W&C Waiving Parties, and each of SPAC and the Company on behalf of itself and the W&C Waiving Parties hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty or any other objection arising from or relating to W&C's prior representation of the Company, its Subsidiaries or of W&C Waiving Parties. SPAC and the Company, for itself and the W&C Waiving Parties, hereby further irrevocably acknowledges and agrees that all privileged communications, written or oral, between the Company and its Subsidiaries or any member of the W&C WP Group and W&C, made in connection with the negotiation, preparation, execution, delivery, and performance under, or any dispute or Action arising out of or relating to, this Agreement, any other Transaction Documents or the transactions contemplated hereby or thereby, or any matter relating to any of the foregoing, are privileged communications that do not pass to the Third Surviving Company notwithstanding the Mergers, and instead survive, remain with and are controlled by the W&C WP Group (the "W&C Privileged Communications"), without any waiver thereof. SPAC and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the W&C Privileged Communications, whether located in the records or email server of the Third Surviving Company and its Subsidiaries, in any Action against or involving any of the Parties after the Closing, and SPAC and the Company agree not to assert that any privilege has been waived as to the W&C Privileged Communications, by virtue of the Mergers.

(b) Each of SPAC, the Acquisition Entities and the Company hereby agrees on behalf of its directors, members, partners, officers, employees and Affiliates and each of their respective successors and assigns (including after the Closing, the Third Surviving Company) (all such parties, the "Cooley Waiving Parties"), that Cooley LLP ("Cooley") may represent the shareholders or holders of other equity interests of Sponsor or of SPAC or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Third Surviving Company) (collectively, the "Cooley WP Group"), in each case, solely in connection with any Action or obligation arising out of or relating to this Agreement, any other Transaction Documents or the transactions contemplated hereby or thereby, notwithstanding its prior representation of Sponsor, SPAC or other Cooley Waiving Parties. Each of SPAC and the Company, on behalf of itself and the Cooley Waiving Parties, hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty or any other objection arising from or relating to Cooley's prior representation of Sponsor, SPAC or other Cooley Waiving Parties. Each of SPAC and the Company, for itself and the Cooley Waiving Parties, hereby further irrevocably acknowledges and agrees that all privileged communications, written or oral, between Sponsor, SPAC or any other member of the Cooley WP Group, on the one hand, and Cooley, on the other hand, made prior to the Closing, in connection with the negotiation, preparation, execution, delivery, and performance under, or any dispute or Action arising out of or relating to, this Agreement, any other Transaction Documents or the transactions contemplated hereby or thereby, or any matter relating to any of the foregoing, are privileged communications that do not pass to the Third Surviving Company notwithstanding the Mergers, and instead survive, remain with and are controlled by the Cooley WP Group (the "Cooley Privileged Communications"), without any waiver thereof. SPAC and the Company, together with any of their respective Affiliates, successors or assigns, agree that no Person may use or rely on any of the Cooley Privileged Communications, whether located in the records or email server of the Third Surviving Company and its Subsidiaries, in any Action against or involving any of the Parties after the Closing, and SPAC and the Company agree not to assert that any privilege has been waived as to the Cooley Privileged Communications, by virtue of the Mergers.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF the Parties have hereunto caused this Agreement to be duly executed as of the date first above written.

SPAC:

ROSS ACQUISTION CORP II

By: /s/ Wilbur L. Ross, Jr.
Name: Wilbur L. Ross, Jr.
Title: President and Chief Executive Officer

IN WITNESS WHEREOF the Parties have hereunto caused this Agreement to be duly executed as of the date first above written.

COMPANY:

APRINOIA Therapeutics Inc.

By: /s/ Jang, Ming-Kuei
Name: Jang, Ming-Kuei
Title: Director

[*Signature Page to Business Combination Agreement*]

IN WITNESS WHEREOF the Parties have hereunto caused this Agreement to be duly executed as of the date first above written.

PUBCO:

APRINOIA Therapeutics Holdings Limited

By: /s/ Jang, Ming-Kuei
Name: Jang, Ming-Kuei
Title: Director

MERGER SUB 1:

APRINOIA Therapeutics Merger Sub 1, Inc.

By: /s/ Jang, Ming-Kuei
Name: Jang Ming-Kuei
Title: Director

IN WITNESS WHEREOF the Parties have hereunto caused this Agreement to be duly executed as of the date first above written.

MERGER SUB 2:

APRINOIA Therapeutics Merger Sub 2, Inc.

By: /s/ Nadim Qureshi
Name: Nadim Qureshi
Title: Director

MERGER SUB 3:

APRINOIA Therapeutics Merger Sub 3, Inc.

By: /s/ Nadim Qureshi
Name: Nadim Qureshi
Title: Director

Exhibit 10.1

CONVERTIBLE NOTE PURCHASE AGREEMENT

THIS CONVERTIBLE NOTE PURCHASE AGREEMENT (this "**Agreement**") is made as of _____ 2022, by and among:

(1) **APRINOIA Therapeutics Inc.**, an exempted company incorporated under the laws of the Cayman Islands with limited liability (the "**Company**"); and

(2) the Investor whose name is listed on the signature page.

The foregoing parties are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The Company desires to issue to the Investor, and the Investor desires to subscribe for and purchase, a certain number of US$ dominated convertible notes of the Company upon the terms and subject to the conditions set forth herein.

B. The Parties desire to enter into this Agreement and make the respective representations, warranties, covenants and agreements set forth herein on the terms and conditions set forth herein.

In consideration of the foregoing recitals and the mutual promises hereinafter set forth, the receipt, sufficiency and adequacy of which consideration the Parties hereby acknowledge, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

"**Action**" means any charge, action, petition, appeal, suit, proceeding, claim, arbitration, litigation or investigation.

"**Affiliate**" means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person. In relation to any Investor, Affiliate also includes (i) any Controlling shareholder of the Investor, (ii) any entity or individual which has a direct or indirect Controlling interest in such Controlling shareholder referred to in (i) above (including, any general partner or limited partner, if any) or any fund manager thereof, (iii) any Person that directly or indirectly Controls, is Controlled by, under common Control with, or is managed by any Controlling shareholder or any fund manager referred to in (i) and (ii) above, (iv) a child, brother, sister, parent, or spouse of any individual referred to in (ii) above, and (v) any trust Controlled by or held for the benefit of such Persons referred to in (i) to (iv) above.

"**Benefit Plan**" means any employment contract, deferred compensation contract, bonus plan, incentive plan, profit sharing plan, retirement contract or other employment compensation contract or any other plan which provides or provided benefits for any past or present employee, officer, consultant, and/or director of a Person or with respect to which contributions are or have been made on account of any past or present employee, officer, consultant, and/or director of such a Person.

"**Board**" means the board of directors of the Company.

["**Business Combination Agreement**" means that certain business combination agreement to be entered on or about the date hereof, by and among Ross Acquisition Corp II, the Company, APRINOIA Therapeutics Holdings Limited, APRINOIA Therapeutics Merger Sub 1, Inc., APRINOIA Therapeutics Merger Sub 2, Inc., and APRINOIA Therapeutics Merger Sub 3, Inc, in order to consummate a business combination transaction.]

"**Business Day**" means a day (i) other than Saturday or Sunday, and (ii) on which commercial banks are open for business in New York, Hong Kong and the Cayman Islands.

"**Charter Documents**" means, with respect to a particular legal entity, the articles of incorporation, certificate of incorporation, formation or registration (including, if applicable, certificates of change of name), memorandum of association, articles of association, bylaws, articles of organization, limited liability company agreement, trust deed, trust instrument, operating agreement, joint venture agreement, business license, or similar or other constitutive, governing, or charter documents, or equivalent documents, as applicable, of such entity.

"**Company Articles**" means the amended and restated memorandum and articles of association of the Company adopted by special resolution dated 26 September 2021, effective on 14 October 2021, as amended and restated from time to time.

"**Control**" of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; provided that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms "Controlled" and "Controlling" have meanings correlative to the foregoing.

"**Equity Securities**" means, with respect to any Person that is a legal entity, any and all shares of capital stock, membership interests, units, profits interests, ownership interests, equity interests, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, preemptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing, or any contract providing for the acquisition of any of the foregoing.

"**Governmental Authority**" means any government of any nation, federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization, including any stock exchange.

"**Group Companies**" means the Company and all its direct or indirect subsidiaries.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**IFRS**" means International Financial Reporting Standards (formerly International Accounting Standards) issued by the International Accounting Standards Board and interpretations issued by the International Financial Reporting Interpretations Committee of the International Accounting Standards Board (as amended, supplemented or re-issued from time to time).

"**Intellectual Properties**" means any and all (a) patents, all patent rights and all applications therefor and all reissues, reexaminations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (b) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (c) registered and unregistered copyrights, copyright registrations and applications, mask works and registrations and applications therefor, author's rights and works of authorship (including artwork, software, computer programs, source code, object code and executable code, firmware, development tools, files, records and data, and related documentation), (d) URLs, web sites, web pages and any part thereof, (e) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, quality assurance and control procedures, design tools, manuals, customer lists, research data concerning historic and current research, development efforts including the results of successful and unsuccessful designs, databases, proprietary data, proprietary information, proprietary processes, technology, engineering, formulae, algorithms and operational procedures, and any other intellectual property and common-law rights, (f) trade names, trade dress, trademarks, domain names, and service marks, and registrations and applications therefor, and (g) the goodwill of the business symbolized or represented by the foregoing.

"**IT Assets**" means computer systems, including Software, hardware, firmware, networks, telecommunications equipment, websites, applications, databases and other information technology assets.

"**Lien**" means any encumbrance, right, interest or restriction, including any mortgage, judgement lien, materialman's lien, mechanic's lien, other lien (statutory or otherwise), charge, security interest, pledge, hypothecation, encroachment, easement, title defect, title retention agreement, voting trust agreement, right of pre-emption, right of first refusal, claim, option, limitation, forfeiture, penalty, equity, adverse interest or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing.

"**Management Team**" means the following persons (i) JANG Ming-Kuei, (ii) YEN Tzu-Chen, (iii) TEMPEST Paul Alan, (iv) MIYAMOTO Masaomi, and (v) Bradford Navia.

"**Material Adverse Effect**" means a material adverse change or effect on (i) the ability of the Warrantor to consummate the transaction contemplated under this Agreement or to perform any material obligations of the Warrantor under any Note Documents or (ii) the business, assets (including intangible assets), liabilities, financial condition, property or results of operations of the Group Companies, taken as a whole; provided that none of the following shall be deemed to constitute a Material Adverse Effect or be taken into account in determining whether a Material Adverse Effect has occurred: any adverse change or effect arising out of, resulting from or attributable to (A) changes in general economic, financial market, business or geopolitical conditions, (B) any outbreak, hurricane, flood, tornado, earthquake, pandemic, or other natural disaster, (C) changes after the date hereof in any applicable laws or applicable accounting principles, or the interpretation thereof, or (D) any hostilities, acts of war, sabotage, terrorism or military actions, riots, or any escalation or worsening of any such hostilities, acts of war, sabotage, terrorism or military actions, riots.

"**Note Documents**" with respect to each Investor, means this Agreement, the Note of the Investor and any other documents, agreements and instruments entered into in connection with or contemplated by this Agreement.

"**Ordinary Shares**" means the ordinary shares of par value US$0.10 each in the capital of the Company having the rights set out in the Articles.

"**Person**" means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

"**Permitted Liens**" means (a) mechanics', carriers', workmen's, repairmen's, materialmen's and similar Liens arising in the ordinary course with respect to any amounts (i) not yet due and payable or which are being contested in good faith through appropriate proceedings and (ii) for which adequate accruals or reserves have been established in accordance with applicable accounting principles, (b) rights of any third parties that are party to or hold an interest in any contract to which a Group Company is a party, (c) Liens for taxes (A) not yet due and payable or which are being contested in good faith through appropriate proceedings and (B) for which adequate accruals or reserves have been established in accordance with applicable accounting principles, (d) defects or imperfections of title, easements, encroachments, covenants, rights-of-way, conditions, matters that would be apparent from a physical inspection or current, accurate survey of such real property, restrictions and other similar charges or encumbrances that do not materially interfere with the present use of the real property, (e) with respect to any real property (i) the interests and rights of the respective lessors with respect thereto, including any statutory landlord liens and any Lien thereon, and (ii) any Liens encumbering the landlord's real property of which the real property is a part, in each case of clauses (i)-(ii), that do not materially interfere with the present use of the real property, (f) zoning, building, entitlement and other land use and environmental laws promulgated by any Governmental Authority that do not materially interfere with, and are not violated in any material respects by, the current use of the real property, (g) non-exclusive licenses of Intellectual Property entered into in the ordinary course, (h) ordinary course purchase money Liens and Liens securing rental payments under operating or capital lease arrangements for amounts not yet due or payable, (i) other Liens arising in the ordinary course and not incurred in connection with the borrowing of money and on a basis consistent with past practice in connection with workers' compensation, unemployment insurance or other types of social security.

"**Pre-Series C Preferred Shares**" means the pre-series C preferred shares of par value US$0.10 each in the capital of the Company having the rights set out in the Articles.

"**Prohibited Person**" at any time means any Person or country that at such time is subject to trade sanctions and economic embargo programs enforced by the U.S. Treasury Department's Office of Foreign Asset Control, including any Specially Designated Nationals and Blocked Persons, and any government, national, resident or legal entity of Cuba, North Korea, Syria, Sudan, Iran or any other country with respect to which U.S. persons, as defined in the U.S. Economic Sanctions, are prohibited at such time from doing business.

"**Public Official**" means an employee of a Governmental Authority, a member of a political party, a political candidate, an officer of a public international organization, or an officer or employee of a state-owned enterprise.

"**Securities Act**" means United States Securities Act of 1933, as amended.

"**Series B Preferred Shares**" means the series B preferred shares of par value US$0.10 each in the capital of the Company having the rights set out in the Articles.

"**Series C Preferred Shares**" means the series C preferred shares of par value US$0.10 each in the capital of the Company having the rights set out in the Articles.

"**Shareholders Agreement**" means the shareholders' agreement dated 24 September 2021 by and among the Company and its shareholders and certain other parties thereto (as amended by the Addendum to Shareholders' Agreement and C-1 Share Purchase Agreements dated 16 November 2021, as may be further amended, modified or supplemented from time to time).

"**Warrantor**" means the Company.

2. Sale and Purchase of Note

2.1 Sale and Purchase of Note.

(a) Issuance of Note. Subject to the terms and conditions hereof, the Investor agrees to purchase, and the Company agrees to sell and issue to the Investor, at the Closing (as defined below), a convertible promissory note in the form attached hereto as Exhibit A (the "**Note**") in the principal amount as listed opposite the Investor's name on the signature page.

2.2 Closing.

(a) The consummation of the purchase and sale of the Note pursuant to Section 2.1(a) above (the "**Closing**") shall take place remotely via the exchange of documents and signatures as soon as practicable, but in no event later than five (5) Business Days after all closing conditions (except for such conditions that will be satisfied at the Closing, but nonetheless subject to the satisfaction thereof at the Closing) specified in Section 5 hereof have been waived or satisfied, or at such other times and places as the Company and the Investor mutually agree upon orally or in writing.

(b) At the Closing,

(i) the Company, with respect to the Investor, shall deliver to the Investor the Note being purchased by the Investor duly executed by the Company; and

(ii) the Investor shall pay the respective purchase price as set forth opposite to its name in the signature page by wire transfer of immediately available funds to the bank account designated by the Company, to be evidenced by delivery to the Company of a copy of the irrevocable wiring instructions delivered by the Investor to its bank (known as "MT-103" and containing SWIFT number of such remittance).

3. Representations and Warranties of the Warrantor

The Warrantor hereby represents and warrants to the Investor as follows:

3.1 Organization, and Standing. Each Group Company is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under the laws of the jurisdiction of its incorporation or establishment, and has all requisite corporate power and authority to own its properties and assets and to carry on its business as now conducted, and to perform each of its obligations hereunder and under any other Note Document to which it is a party. Each Group Company is qualified to do business and is in good standing (or equivalent status in the relevant jurisdiction) in each jurisdiction.

3.2 Corporate Action. The Warrantor has all requisite power and authority to execute and deliver the Note Documents to which it is a party and to carry out and perform its obligations thereunder. The Warrantor has, and as of the Closing will have, full legal right, corporate power and capacity and all necessary consents, approvals and authorizations, whether corporate, shareholder, governmental or otherwise, as required, and have taken all necessary corporate actions required, to authorize, execute, deliver and perform the Note Documents to which it is a party. All corporate actions on part of the Warrantor required to be taken to issue the Note to the Investor have been or will be taken on or prior to the date of the Closing. The Note Documents, when executed and delivered by the Warrantor, shall constitute valid and binding obligations of the Warrantor, enforceable in accordance with their respective terms to the extent permissible by law.

3.3 Consents and Approvals. No authorization, consent, approval, license, exemption of notice to or filing or registration with any court or governmental agency or instrumentality or any other third party is necessary for the issuance of the Note by the Company to the Investor, or for the execution, delivery or performance by the Company of its respective obligations under this Agreement.

3.4 Compliance with Other Instruments. Each Group Company is in compliance in all respects with the terms of its Charter Documents (including the Company Articles), and in all material respects with the terms of each mortgage, indenture, lease, material agreement and other material instrument, if any, to which any of them a party or by which the Group Companies or their assets are bound. Neither the execution, delivery and performance of the Note Documents, nor the consummation of the transactions contemplated hereunder (a) has constituted or resulted or will constitute or result in a default or violation of any term of its Charter Documents, or any mortgage, indenture, lease, material agreement or other material instrument relating to which any Group Company is a party or by which any Group Company or their assets are bound; (b) has caused or will cause the creation of any lien or encumbrance upon any assets of any Group Company. To the knowledge of the Warrantor, no Group Company has performed any act or omitted any act, the occurrence or omission of which would result in such Group Company's loss of any right granted under any license, distribution agreement or other agreement, whereby the loss of such right would have a material adverse impact on the operations, financial conditions, operating results or credit status of such Group Company.

3.5 Capitalization.

(a) As of the date immediately prior to the Closing, the total authorized capital of the Company is US$50,000,000 comprising:

(i) 443,026,664 Ordinary Shares of a nominal or par value of US$0.10 each, of which 38,617,056 Ordinary Shares are issued and outstanding, 16,144,536 Ordinary Shares are unissued and reserved for the issuance to the employees, directors, advisors, consultants, and officers of the Group Companies pursuant to its employee stock plan duly adopted by the Board (the "**Stock Plan**"), 22,151,900 Ordinary Shares are unissued and reserved for the issuance of the Ordinary Shares upon conversion pursuant to the Note, 15,000,000 are unissued and reserved for the conversion of the Series B Preferred Shares, 11,973,336 are unissued and reserved for the conversion of the Pre-Series C Preferred Shares, and 30,000,000 are unissued and reserved for the conversion of the Series C Preferred Shares. All of the issued Ordinary Shares have been duly authorized, are validly issued, and are fully paid and non-assessable and were issued in compliance with all applicable securities laws. The Company holds no Ordinary Shares in its treasury;

(ii) 15,000,000 Series B Preferred Shares of a nominal or par value of US$0.10 each, of which 13,883,000 Series B Preferred Shares are issued and outstanding. The Company holds no Series B Preferred Shares in its treasury;

(iii) 11,973,336 Pre-Series C Preferred Shares of a nominal or par value of US$0.10 each, of which 11,973,336 Pre-Series C Preferred Shares are issued and outstanding. The Company holds no Pre-Series C Preferred Shares in its treasury.

(iv) 30,000,000 Series C Preferred Shares of a nominal or par value of US$0.10 each, of which 27,766,265 Series C Preferred Shares are issued and outstanding. The Company holds no Series C Preferred Shares in its treasury.

(b) There are no outstanding preemptive rights, options, warrants, conversion privileges or rights (including but not limited to rights of first refusal or similar rights), orally or in writing, to purchase or acquire any securities from the Company including, without limitation, any Ordinary Shares, Series B Preferred Shares, Pre-Series C Preferred Shares or Series C Preferred Shares, or any securities convertible into or exchangeable or exercisable for Ordinary Shares, Series B Preferred Shares, Pre-Series C Preferred Shares or Series C Preferred Shares, except for (a) the rights set forth in Sections 3.5(a)(i) to 3.5(a)(iv) above, (b) the rights of the Series B Preferred Shares, Pre-Series C Preferred Shares and Series C Preferred Shares pursuant to the terms of the Company Articles, (c) the rights set forth in the Note Documents and/or the Shareholders Agreement, and (d) the convertible promissory notes of the Company up to US$35,000,000 / [Notes and the note purchase agreements in connection with such Notes][1].

3.6 Valid Issuance of Note. The Note, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of any Liens and restrictions on transfer other than restrictions on transfer under applicable laws and the Note Documents. The shares issuable upon conversion, if any, of the Note (the "**Conversion Shares**"), when issued, sold and delivered in accordance with the terms of the conversion set forth in the Note for the consideration expressed therein, will be validly issued, fully paid and nonassessable and free of any Liens and restrictions on transfer other than restrictions on transfer under the applicable laws, the Note Documents, the Company Articles and the Shareholders Agreement. The Conversion Shares will be issued in compliance with all applicable laws. The sale of the Note and the subsequent conversion of the Note into Conversion Shares will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with prior to the Closing.

3.7 Group Companies

(a) Except for the Group Companies listed in the preamble of this Agreement, the Company does not presently own or Control, directly or indirectly, any interest in any other corporation, association or other entity, and is not a participant in any joint venture, partnership or similar arrangement. All outstanding Equity Securities of each Group Company are duly and validly issued, and are fully paid and non-assessable. All share capital of each Group Company is free and clear of any and all Liens (except as provided under the Articles or the Shareholders' Agreement). There are no (i) resolutions of the Board or shareholders of the Company pending to alter the authorized or outstanding share capital of any Group Company or cause the liquidation, winding up, or dissolution of any Group Company or (ii) dividends which have accrued or been declared but are unpaid by any Group Company.

(b) No Group Company is obligated to make any investment in or capital contribution in or on behalf of any other Person.

3.8 Offering. Provided that the representations and warranties made by the Investor herein are true, correct, complete and not misleading, then the offer, issuance and sale of the Note and the Conversion Shares pursuant to this Agreement is exempt from the registration requirements of the U.S. Securities Exchange Act, and will have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable securities laws.

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[1] NTD: The bracketed language is used in lieu of clause (d) in the R Investments Convertible Note Purchase Agreement.

3.9 Financial Statements. The Company has delivered to the Investor (x) audited and consolidated financial statements of the Company for the period from January 1, 2019 to December 31, 2020 and (y) unaudited and consolidated financial statements of the Company for the period from January 1, 2021 to December 31, 2021 (collectively, the **"Financial Statements"** and December 31, 2021, the **"Statement Date"**). Such Financial Statements are in accordance with the books and records of the Group Companies, which are complete and correct in all material respects, have been maintained in accordance with reasonable business practices and conform to the applicable laws and regulations and the Charter Documents of the Group Companies, have been prepared in accordance with IFRS, and fairly present in all material respects the financial conditions and operating results of the Group Companies, except in the case of unaudited financial statements for the absence of note. Except as set forth in the Financial Statements or in the ordinary course of business, there are no unlisted or off-balance sheet transactions or liabilities and no subsequent events that (i) would have a material adverse impact on the operations, financial conditions, operating results or credit status of the Group Companies; and (ii) have not been disclosed to the Investor. Each Group Company has good and marketable title to all assets set forth on the balance sheets of the respective Financial Statements.

3.10 No Material Adverse Change. Since the Statement Date, except as contemplated by this Agreement, each Group Company (i) has operated its business in the ordinary course consistent with its past practice, (ii) used its reasonable best efforts to preserve its business, (iii) collected receivables and paid payables and similar obligations in the ordinary course of business consistent with past practice, in each case in all respects. From the Statement Date to the date of the Closing, except as (x) contemplated by this Agreement, or (y) as set forth in the Financial Statements or (z) pursuant to the Stock Plan, with respect to any Group Company, there has not been any:

(a) change which would, individually or in the aggregate, result in a Material Adverse Effect;

(b) authorization, sale, issuance, transfer, pledge or other disposition of any equity securities of any Group Company;

(c) purchase, acquisition, sale, lease, disposal of or other transfer of any assets that are individually or in the aggregate material to its business, whether tangible or intangible, other than in the ordinary course of business consistent with its past practice, and no acquisition (by merger, consolidation or other combination, or acquisition of stock or assets, or otherwise) of any business or other Person or division thereof, or any sale or disposition of any business or division thereof;

(d) declaration, setting aside or payment or other distribution in respect of any of the Group Companies' shares or any direct or indirect issuance, transfer, redemption, purchase or other acquisition of any of such shares by any Group Company;

(e) damages, destruction or loss, whether or not covered by insurance, resulting in a Material Adverse Effect;

(f) waiver, termination, cancellation, settlement or compromise of a materially valuable right, debt or claim except those in the ordinary course of business;

(g) amendment to any Charter Documents of any Group Company, other than (x) the amendment to the Charter Documents of the Group Companies to increase their respective share capital for the purpose of maintaining the R&D and operation of such entity and (y) the amendment to the Company Articles to increase the total authorized share capital;

(h) change in the accounting methods or practices followed by any Group Company (other than such changes that have been required by auditors, applicable law or applicable accounting principles and standards);

(i) incurrence, creation, assumption, repayment, satisfaction, or discharge of (A) any material Lien, or (B) any guarantee, indebtedness, or the making of any loan or advance, or the making of any capital expenditure or capital contribution, other than (w) reasonable and normal advances to employees for bona fide expenses, (x) among Group Companies, (y) Liens, guarantees, indebtedness, loans or advances that are incurred in the ordinary course of business consistent with past practice, or (z) Liens for taxes that are not yet delinquent;

(j) sale, assignment or transfer of any Intellectual Property to any Person that is not a Group Company except those in the ordinary course of business;

(k) resignation of or termination of the employment with any of the Management Team; and

(l) commencement or settlement of any Action.

3.11 Insurance. The Group Companies have maintained adequate insurance coverage as required by all applicable laws and does not have any Liens (except for Liens for taxes that are not yet delinquent) on any of its properties. All material insurance policies relating to the business, assets, liabilities and operations of any Group Company are in full force and effect in all material respects. No written notice of cancellation or termination of any such material insurance policies has been received by any Group Company. To the knowledge of the Warrantor, there is no existing material default under any such material insurance policies or other event, which, with the giving of notice or lapse of time or both, would constitute a material default by any Group Company under such material insurance policies. To the knowledge of the Warrantor, nothing has been done or omitted to be done by or on behalf of any Group Company which would make any policy of insurance void or voidable or enable the insurers to avoid the same and there is no claim outstanding under any such policy and, to the knowledge of the Warrantor, there are no facts or circumstances likely to give rise to such claim or result in an increased rate of premium.

3.12 Title to Properties and Assets. The Group Companies have good and valid title to, or a legal and valid right to use, all assets they currently use in the conduct of their respective businesses, whether real property, or personal or mixed assets, free and clear of any Liens or third party claims (other than of lessors of any such leased assets, or any Lien that is created on any such leased assets by lessors, any Lien that is created in favor of a Group Company, any Lien as are created or existing in the ordinary course of business of the Group Companies, or any Lien for taxes that are not yet delinquent), and except for leased items, no Person other than a Group Company owns any interest in any such assets. With respect to the property and assets it leases, each Group Company is in compliance with such leases in all material aspects and holds valid and binding leasehold interests in such assets free of any Liens of any party other than the lessors of such property and assets. There are no material facilities, services, assets or properties shared with any entity other than a Group Company which are used in connection with the business of any Group Company.

3.13 Status of Intellectual Properties

(a) Each other Group Company (as applicable) (i) owns free and clear of all Liens (except for Liens for taxes that are not yet delinquent), or (ii) has a valid right or license to use all Intellectual Properties, used in its business as now conducted, and no such Intellectual Properties infringe upon or otherwise violate any Intellectual Properties of any third Person. There are no outstanding options, licenses, agreements or rights of any kind granted by any Group Company to any third party relating to any of their Intellectual Properties, nor is any Group Company bound by or a party to any options, licenses, agreements or rights of any kind with respect to the Intellectual Properties of any third party, except for those as provided for under the license agreements entered into by the Group Companies in the ordinary course of business.

(b) As of the date of this Agreement, none of the Group Companies has received any written communications (i) alleging that such Group Company has violated any Intellectual Properties of any other Person and (ii) seeking any damages or other remedies. There are no proceedings or claims pending or served, instituted or asserted by any Group Company in which it alleges that any Person is infringing upon, or otherwise violating, its Intellectual Properties. As of the date of this Agreement, no Intellectual Properties of any Group Company is subject to any proceeding or outstanding governmental order or settlement agreement or stipulation that (1) restricts in any manner the use, transfer or licensing thereof, or the making, using, sale, or offering for sale of any Group Company's products or services or (2) may affect the validity, use or enforceability of such Intellectual Properties.

(c) (i) All Intellectual Properties created by employees of each Group Company are "work for hire", and all rights, title and interest therein have been transferred and assigned, or will be transferred and assigned upon the request of the employing Group Company, to such employing Group Company, and (ii) none of the Group Companies will be required to utilize, in the course of its business operation, any employee's Intellectual Properties developed prior to such employee's employment with such Group Company, except for any Intellectual Properties that have been validly and properly assigned or licensed to such Group Company prior to the date hereof. All employees of the Group Company who are or were involved in the creation of any Intellectual Properties for such Group Company have executed an assignment of inventions agreement that vests in such Group Company exclusive ownership of all right, title and interest in and to such Intellectual Properties, to the extent not already provided by law.

(d) The Group Companies have taken all security measures that are commercially prudent in order to protect the secrecy, confidentiality and value of their respective Intellectual Properties.

3.14 Tax Matters. Each Group Company has timely filed all material tax returns that are required to have been filed by it with any Governmental Authority and has timely paid all material taxes owed by it which are due and payable. No Group Company has had any material tax deficiency proposed or assessed against it that has not been fully paid or settled, nor has any Group Company executed any waiver of any statute of limitations with respect to taxes or agreed to any extension of time with respect to a tax assessment or deficiency, in each case, that is in effect and other than in respect of unpaid taxes that are being contested in good faith and for which adequate reserves have been established. There are no tax audits or other similar administrative or judicial proceedings relating to any tax return filed by any Group Company, which, if determined adversely to such Group Company, would result in any material liability for taxes to such Group Company.

3.15 Employment Matters

(a) Each Group Company has complied with all applicable laws in material respects related to labor or employment, including provisions thereof relating to wages, hours, working conditions, benefits, retirement, social welfare, equal opportunity and collective bargaining. There is not pending or, to the knowledge of the Warrantor, threatened, and there has not been any Action relating to the violation or alleged violation of any applicable laws by such Group Company related to labor or employment, including any charge or complaint filed by an employee with any Governmental Authority or any Group Company.

(b) Each of the Benefit Plans of the Group Companies is and has at all times been in compliance with all applicable laws, and all contributions to, and payments for each such Benefit Plan have been timely made. Each Group Company maintains, and has fully funded, each Benefit Plan and any other labor-related plans that is required by law or by contract to maintain. Each Group Company is in compliance with all laws and contracts relating to its provisions of any form of social insurance, and has paid, or made provision for the payment of, all social insurance contributions required under applicable laws and contracts.

(c) There is not now pending or, to the knowledge of the Warrantor, threatened, any strike, union organization activity, lockout, slowdown, picketing, or work stoppage or any unfair labor practice charge against any Group Company. No Group Companies is bound by or subject to (and none of their assets or properties is bound by or subject to) any written or oral contract, commitment or arrangement with any labor union or any collective bargaining agreements.

(d) Except for the part-time employees and the consultants who offer services under consultancy agreements with the Company, to the knowledge of the Warrantor, each employee of the Group Companies is currently devoting all of his or her business time to the conduct of the business of the applicable Group Company. None of the Group Companies' employees are obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Group Companies or that would conflict with the Group Companies' business. To the knowledge of the Warrantor, no such individual is currently working or plans to work for any other Person that competes with any Group Company, whether or not such individual is or will be compensated by such Person.

3.16 Permits. The Group Companies have all franchises, approvals, permits, licenses, certificates and any similar authorizations of or from any applicable Governmental Authority ("**Permits**") necessary for the conduct of their business. Each such Permit is valid and in full force and effect. None of Group Companies is in default in any respect under any of such Permits, and there is no proceeding or investigation pending or threatened in writing which could reasonably be expected to lead to the revocation, amendment, failure to renew, limitation, modification, suspension or restriction of any of such Permits. In respect of any such Permits which are subject to periodic renewal by any Governmental Authorities, the Warrantor has no reason to believe that such requisite renewals will not be granted by the relevant Governmental Authorities. As of the date of this Agreement, no Group Company has received any written notice from any Governmental Authority regarding any actual or possible default or violation of any such Permit. There is no factual or legal basis that will prevent each such Permit from remaining in full force and effect upon the consummation of the transactions contemplated hereby. No suspension, cancellation or termination of any such Permit is threatened or imminent. No Group Company is operating under any formal or informal agreement or understanding with any Governmental Authority which in any way restricts its authority to conduct its business or requires the Group Companies to take, or refrain from taking, any action relating to the conduct of their business otherwise permitted by applicable laws.

3.17 Compliance with Laws. The Group Companies and their directors and officers have operated the Group Companies' business in compliance with all applicable laws (and their enforcement rules) and regulations in all material respects. Neither the Group Companies nor any of their officers or directors has committed material violations of any applicable laws and regulations, or received any written notice of any actual, alleged, possible or potential material violations of any such applicable laws and regulations. To the knowledge of the Warrantor, there are presently no existing circumstances that are likely to result in any violation of or liability under any applicable laws or other requirements relating to the assets, liabilities, results of operation, condition, financial or otherwise, or prospects of the Group Companies.

3.18 No Proceedings. To the knowledge of the Warrantor, there is no Action pending (or currently threatened or intended to be initiated) (a) against any Management Team member or any of the Group Companies, any Group Company's activities, properties or assets or, against any officer, director or employee of any Group Company in connection with such officer's, director's or employee's relationship with, or actions taken on behalf of any Group Company, or otherwise; or (b) questions the validity of the Note Documents, the right of the Warrantor to enter into them, or to consummate the transactions contemplated by the Note Documents. None of the Group Companies, or, to the knowledge of the Warrantor, none of the directors and officers of the Group Companies, is a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality and there is no Action by any Group Company currently pending or which it intends to initiate.

3.19 Material Contracts

(a) For the purpose of this Agreement, "**Material Contracts**" means collectively, any contract to which a Group Company or any of its properties or assets is bound or subject to that (i) involves obligations (contingent or otherwise) or payments in excess of US$100,000 or has an unexpired term in excess of three (3) years, (ii) is a material agreement relating to Intellectual Property or IT Assets (other than generally available uncustomized "off-the-shelf" software licenses obtained by the Group on non-exclusive basis and non-negotiated terms), (iii) involves any provisions providing for exclusivity, non-compete, "change in control", "most favored nations", rights of first refusal or first negotiation or similar rights against any Group Company for a term in excess of one (1) year, or (iv) involves a sharing of profits or losses. For the avoidance of doubt, Material Contracts do not include any contract that has been fully performed or terminated or expired.

(b) Each of the Material Contracts is valid, subsisting, in full force and effect and binding upon the applicable Group Company and upon the other parties thereto. None of the Material Contracts are oral contracts. Each Group Company has in all respects satisfied or provided for all of its liabilities and obligations under the Material Contracts requiring performance prior to the date hereof, is not in default in any respect under any Material Contract, nor does any condition exist that with notice or lapse of time or both would constitute such a default. To the knowledge of the Warrantor, the Warrantor is not aware of any material default thereunder by any other party to any Material Contract or any condition existing that with notice or lapse of time or both would constitute such a material default, or give any Person the right to declare a material default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, a Material Contract. No Group Company has given to or received from any Person any notice or other communication (whether written or oral) regarding any actual, alleged, possible, or potential violation or breach of, or default under, any Material Contract.

(c) With respect to each Material Contract to which it is a party, each Group Company has taken all necessary corporate actions, fulfilled all conditions and otherwise taken all other actions required by applicable laws to (i) enter into, execute, adopt, assume, issue, and deliver such Material Contract, and (ii) perform its obligations pursuant to the respective terms and conditions of such Material Contract.

(d) None of the Material Contracts do or will (i) result in a violation or breach of any provision of the Charter Documents of any Group Company, or (ii) result in a breach of, or constitute a default under, or result in the creation or imposition of, any Lien (except for any Lien for taxes that are not yet delinquent) pursuant to any contract to which any Group Company is a party or by which any Group Company or any of their properties is bound, or (iii) result in a breach of any applicable laws to which the Warrantor or any Group Company is subject to or by which any Group Company or any of their respective properties is bound.

(e) No Group Company is a party to any contract, transaction, arrangement or liability which: (i) is of an unusual or abnormal nature; or (ii) cannot readily be fulfilled or performed by it on time without undue, or unusual, expenditure of money, effort or personnel. No Group Company is a party to any contract or arrangement which is not an arm's length nature.

(f) Consummation of the transactions contemplated by the Note Documents will not (and will not give any Person a right to) constitute an event of default, or terminate or modify any rights, or accelerate or augment any obligations, of any Group Company or the Management Team under any Material Contract.

3.20 Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Sanctions; Absence of Government Interests

(a) Each Group Company and its directors, officers, employees, agents and other Persons acting on its behalf (collectively, "**Representatives**") are and have been in compliance with all applicable law relating to anti-bribery, anti-corruption and anti-money laundering (collectively, the "**Compliance Laws**"). Each Group Company also has maintained complete and accurate books and records as required by applicable law. Furthermore, no Public Official (i) holds an ownership or other economic interest, directly or indirectly, in any of the Group Companies or in the contractual relationship formed by this Agreement, or (ii) serves as an officer, director or employee of any Group Company. Without limiting the foregoing, neither any Group Company nor any Representative has, directly or indirectly, offered, paid, promised to pay, or authorized the payment of any money or anything of value, to any Public Official or to any Person under circumstances where any Group Company or Representative knew that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to a Person:

(i) for the purpose of (A) influencing any act or decision of a Public Official in their official capacity; (B) inducing a Public Official to act or omit to act in violation of lawful duties; (C) securing any improper advantage; (D) inducing a Public Official to influence or affect any act or decision of any Governmental Authority; or (E) assisting any Group Company or any Representative in obtaining or retaining business for or with, or directing business to, any Group Company or Representative;

(ii) in a manner that would constitute a breach of any Compliance Laws.

(b) No Group Company or any of its Representatives has ever been found by a Governmental Authority to have violated any criminal or securities law or is subject to any indictment or any government investigation for bribery.

(c) No Group Company or any of its Representatives is a Prohibited Person. No funds received in connection with any capital contribution to any Group Company have been, directly or indirectly loaned, used, contributed or otherwise made available to any subsidiary, joint venture partner or other Person for any purposes relating to any sales or operations in any country or territory that is the subject of any U.S. Economic Sanctions or to financing the activities of any Prohibited Person. No Group Company has engaged, directly or indirectly, in any other activity that would result in any breach of U.S. Economic Sanctions by any Group Company.

3.21 Indebtedness

(a) As of the date hereof, no Group Company has outstanding indebtedness for borrowed money that places a Lien on any of the assets of the Group Companies.

(b) As of the date hereof, none of the Group Companies have incurred, created, or assumed indebtedness for borrowed money that is still outstanding and would rank senior in right of payment to the Note, other than the commercial bank loans of one subsidiary of the Company with an aggregate value not exceeding US$1,500,000.

4. Representations And Warranties of the Investor

The Investor hereby, represents and warrants to the Company as follows:

4.1 Due Organization. The Investor is duly incorporated, organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under the laws of the jurisdiction of its incorporation or organization.

4.2 Authorization. The Investor has full power and authority to enter into the Note Documents to which it is a party. This Agreement constitutes, and the other Note Documents to which it is a party when executed and delivered by it, will constitute, valid and legally binding obligations of the Investor, enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of the Investor's rights generally, and as limited by laws relating to the availability of a specific performance, injunctive relief, or other equitable remedies.

4.3 Restricted Securities. The Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act. The Investor understands that the Note purchased by it has not been registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein. The Investor understands that the Note purchased by it is "restricted securities" under applicable U.S. federal and state securities laws.

4.4 Purchase for Own Account. The Investor is acquiring the Note solely for the Investor's own account and beneficial interest for investment and not for sale or with a view to distribution of the Note or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

5. Conditions of the Investor's Obligation at the Closing

With respect to the Investor, the obligations of the Investor to consummate the Closing under Section 2.2, unless otherwise waived in writing by the Investor, are subject to the fulfillment on or before the Closing of each of the following conditions:

5.1 Representations and Warranties. Each of the representations and warranties of the Warrantor contained in Section 3 shall be true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing, except in either case for those representations and warranties that address matters only as of a particular date, which representations will have been true and correct as of such particular date.

5.2 Performance. The Warrantor shall have performed and complied with all agreements, obligations and conditions contained in the Note Documents that are required to be performed or complied with by it, on or before the Closing.

5.3 Authorizations. All consents and approvals of any competent Governmental Authority or of any other Person that are required to be obtained by the Company in connection with the consummation of the transactions contemplated by this Agreement (including without limitation any waivers of rights of first refusal, preemptive rights, put or call rights, anti-dilution rights triggered by the Note Documents, if any) shall have been duly obtained and effective as of the Closing.

5.4 No Material Adverse Change. There shall have been no Material Adverse Effect of the Group Companies.

5.5 Corporate Authorization. All necessary resolutions of the Company shall have been passed in order to approve (a) the Note Documents and (b) the consummation of the transactions contemplated under the Note Documents.

5.6 [Business Combination Agreement. The Company shall have executed and delivered, and shall have procured APRINOIA Therapeutics Holdings Limited and APRINOIA Therapeutics Merger Sub 1 to have executed and delivered, to the Investor, the Business Combination Agreement.]

6. Conditions of the Company's Obligation at the Closing

The obligations of the Company to consummate the Closing under Section 2.2 with respect to the Investor, are subject to the fulfillment on or before the Closing of each of the following conditions, unless otherwise waived by the Company:

6.1 Representations and Warranties. Each of the representations and warranties of the Investor contained in Section 4 shall be true and correct when made and shall be true and correct as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing, except in either case for those representations and warranties that address matters only as of a particular date, which representations will have been true and correct as of such particular date.

6.2 Performance. The Investor shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them, on or before the Closing.

6.3 Execution of this Agreement. The Investor shall have duly executed the Note Documents and delivered the signature pages to the Company.

7. [Covenants. The Investor agrees and acknowledges that, before or after the Closing, the Company may have sold or sell additional convertible promissory notes in substantially the form attached hereto as Exhibit A with changes determined by the Company (collectively with the Note, the "**Notes**"), in an aggregate initial principal amount which, when taken together with the Note, does not exceed US$35,000,000, to one or more investors (each an "**Additional Investor**") by executing a similar note purchase agreement with changes determined by the Company, for a purchase price per Note equal to the principal amount, provided that, such changes to the convertible promissory note and the note purchase agreement with respect to any Additional Investor shall not be more favorable than those offered to the Investor. The Company covenants and agrees with the Investor that until all principal of and interest on the Note and all other amounts due or which become due thereunder are repaid in full:

7.1 Indebtedness. The Company will not without the consent of the Investor, create, incur, assume, or permit to exist, any indebtedness for borrowed money that would rank senior or *pari passu* in right of payment to or with the Investor's Note (including any such indebtedness mandatorily treated as senior by law) other than the Notes which, for the avoidance of doubt, shall be *pari passu* in right of payment with the Investor's Note.

7.2 Liens. The Company will not without the consent of the Initial Investor create, incur, assume or permit to exist, any Lien on any of Company's assets, other than Permitted Liens.][2]

8. Indemnification

8.1 Survival of Representations and Warranties. The representations and warranties of the Warrantor shall survive the applicable Closing and shall expire and be of no further force and effect upon the expiry of 18 months following the applicable Closing. After expiry of a warranty in accordance with the foregoing, such warranty shall be extinguished and no claim for the recovery of any losses may be asserted against the Warrantor.

8.2 Indemnity by the Warrantor. The Warrantor shall indemnify and hold harmless the Investor from any loss, cost, liability and reasonable legal or other expense, including reasonable attorneys' fees of the Investor's counsel, which the Investor has directly or indirectly suffered or incurred by reason of any breach or non-performance of any of the certificates, representations, warranties, covenants, undertakings or agreements made or given by the Warrantor in or pursuant to this Agreement.

8.3 Indemnity by the Investor. The Investor hereby agrees to indemnity and hold harmless the Group Companies, from any loss, cost, liability and reasonable legal or other expense, including reasonable attorneys' fees of the Group Companies' counsel, which any Group Company has directly or indirectly suffered or incurred by reason of any breach or non-performance of any of the certificates, representations, warranties, covenants, undertakings or agreements made or given by the Investor in or pursuant to this Agreement.

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[2] NTD: Only included in the R Investments Convertible Note Purchase Agreement.

8.4 Non-exclusive Remedies. This Section 8 shall not be deemed to preclude or otherwise limit in any way the exercise of any other rights or pursuit of other remedies by the Investor or the Company for the breach or nonperformance of any of the certificates, representations, warranties, covenants or agreements made or given by the Warrantor or the Investor in or pursuant to this Agreement.

9. Miscellaneous

9.1 Confidentiality. Each Party agrees that, except with the prior written permission of the applicable Party, it shall at all times keep confidential and not divulge, furnish or make accessible to anyone any confidential information, knowledge or data concerning or relating to the business or financial affairs of the other parties to which such Party has been or shall become privy by reason of this Agreement, discussions or negotiations relating to this Agreement, the performance of its obligations hereunder or the ownership of the Note purchased hereunder (the "**Confidential Information**"); provided, however, that Confidential Information shall not include (i) information which has entered the public domain without the receiving Party's fault or negligence, (ii) such information available to the public generally or (iii) as otherwise required by applicable law or pursuant to any other regulatory process to which the receiving Party is subject. Notwithstanding the foregoing, each Party may disclose Confidential Information to (x) its partners, fund managers, shareholders, investors, bona fide potential investors, subsidiaries and Affiliates, and (y) each of their respective officers, employees, attorneys, accountants, consultants and other professional advisors, in each case (x) and (y), on a need-to-know basis for the purpose of evaluating, performing and execution of the transaction contemplated hereunder and managing the Investor's investment in the Company; provided, however, that the Investor shall be responsible for any breach of this Section 9.1 by its aforementioned individuals or entities. Further, the Investor shall also be entitled to disclose all or any part of the Confidential Information, under the terms of a subpoena or other order issued by a court of competent jurisdiction or by another Governmental Authority. Any press release or other public announcement in relation to the transaction contemplated hereunder shall be jointly prepared by the Investor and the Company, and shall not be published without the Parties' mutual consent.

9.2 Successors and Assigns; Assignments.

(a) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Warrantor, the Investor, all other Parties to this Agreement and their respective successors and assigns.

(b) No Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.3 Counterparts; Manner of Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf, DocuSign or any electronic signature complying with applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9.4 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next Business Day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications to a party shall be sent to the party's address set forth on the signature page hereto or at such other address(es) as such party may designate by 10 days' advance written notice to the other party hereto; provided that if the notice is sent to the Group Companies, to 245 Main Street, 3rd Floor, Cambridge, MA 02142, United States of America, Attn: JANG Ming-Kuei, email: [***]. A copy of any notice to the Company shall be sent to Cooley HK, address: 35th Floor, Two Exchange Square, 8 Connaught Place, Central, Hong Kong, Attn: Will Cai, e-mail: wcai@cooley.com.

9.5 Expenses. The Company and the Investor shall bear such party's respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Agreement and the transactions contemplated herein.

9.6 Entire Agreement. This Agreement, the Note and the exhibits and schedules hereto and thereto constitute the full and entire understanding and agreement among the Parties with regard to the subjects hereof, and supersede any prior agreements between the Parties regarding the subject matter hereof.

9.7 Amendments and Waivers.

(a) Any term of this Agreement may be changed, amended or modified (either generally or in a particular instance and either retroactively or prospectively), only by the written consent of the Company and the Investor.

(b) Performance of any obligation required of any Party hereunder may be waived only by a written waiver signed by the Party from whom such waiver is sought, which shall be effective only with respect to the specific obligation described.

(c) Any amendment or waiver effected in the accordance with this Section 9.7 shall be binding upon the Parties.

9.8 Further Assurances. Each of the Parties agrees to execute and deliver, by the proper exercise of its corporate power, all such other and additional instruments and documents and do all such other acts and things as may be necessary in order to carry out the full intent and purpose of this Agreement and to comply with applicable securities laws or other regulatory approvals.

9.9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, legal and enforceable under all applicable laws. If, however, any provision of this Agreement shall be invalid, illegal or unenforceable under any such law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be invalid, illegal or unenforceable only to the extent of such invalidity, illegality or limitation on enforceability without affecting the remaining provisions of this Agreement, or the validity, legality or enforceability of such provision in any other jurisdiction.

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

9.11 Governing Law. This Agreement shall be governed by and construed under the laws of Singapore, without giving effect to conflicts of laws principles.

9.12 Dispute Resolution. Any dispute or claim arising out of or in connection with or relating to this Agreement, or the breach, termination or invalidity hereof or thereof (including the validity, scope and enforceability of this arbitration provision), shall be finally resolved by arbitration in Singapore under Rules of Arbitration of the International Chamber of Commerce (the "***Arbitration Rules***"). The seat of arbitration shall be Singapore and the number of arbitrators shall be three (3) to be appointed and determined in accordance with the Arbitration Rules. The arbitration proceedings shall be conducted in English. Any award made by the International Chamber of Commerce shall be final and binding on the parties thereto and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

9.13 **Assignment**. The Investor may assign this Agreement to any Affiliate thereof, provided that any such permitted assignee must enter into a written agreement agreeing to be bound by the provisions of this Agreement [and that certain side letter between the Company and the Investor dated on or about the date of the Closing][3].

[*The remainder of this page has been intentionally left blank.*]

[3] NTD: Bracketed language only included in the R Investments Convertible Note Purchase Agreement.

In Witness Whereof, the Parties have executed this Convertible Note Purchase Agreement as of the date first written above.

COMPANY:

APRINOIA Therapeutics Inc.

By: _____
Name: JANG Ming-Kuei
Title: Director and Chief Executive Officer

In Witness Whereof, the Parties have executed this Convertible Note Purchase Agreement as of the date first written above.

INVESTOR:

Name of Investor: _____

By: _____

Name: _____
Title: _____

E-mail: _____

Attention:
Address: _____

Principal Amount	**Purchase Price (US$)**
US$[ ]	Same as principal amount

EXHIBIT A

FORM OF NOTE

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATES IN THE UNITED STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

CONVERTIBLE PROMISSORY NOTE

Note Series: 2022

Note Number:

Date of this Note:

Principal Amount of Note: US$

For value received **Aprinoia Therapeutics Inc.**, an exempted company incorporated under the laws of the Cayman Islands whose registered office is at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "***Company***"), promises to pay to [*Name of Investor*], a [company] incorporated under the laws of [•], whose registered office is at [•], or such party's assigns (the "***Holder***") the principal amount set forth above with simple interest on the outstanding principal amount at a rate of five percent (5%) per annum. All unpaid interest and principal shall be due and payable on the first anniversary of the Date of this Note (or, if there is no corresponding date in the calendar month in which maturity would otherwise occur, then the last day of such calendar month) (the "***Maturity Date***").

1. Certain Definitions. For purposes of this Note, the following terms shall have the following meanings:

"***Articles***" means the amended and restated memorandum and articles of association of the Company adopted by special resolution dated September 26, 2021, effective on October 14, 2021, as amended, supplemented and restated from time to time.

["***BCA***" means that certain Business Combination Agreement to be entered, on or about the date hereof, among Ross Acquisition Corp II, the Company and certain other parties which contemplates a "de-SPAC" transaction involving Ross Acquisition Corp II and the Company.][4]

"***Conversion Price***" means (i) in the case of a Qualified IPO, a price equal to the per share public offering price stated on the front cover of the final prospectus for the Qualified IPO (before deduction of any underwriting commissions, expenses or other amounts) multiplied by 0.80, (ii) in the case of a Qualified Financing, a price equal to the cash price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, (iii) in the case of a Qualified Business Combination [or a Qualified DeSpac Transaction][5], a price equal to the implied per share price of the Company's Ordinary Shares in such Qualified Business Combination [or a Qualified DeSpac Transaction, as applicable,] multiplied by 0.80, and (iv) in the event that the conversion is made pursuant to Section 2(d), at the Series C-2 Issuance Price.

["***Qualified DeSpac Transaction***" means the consummation of the transactions set forth in the BCA.][6]

"***Note Purchase Agreement***" means the convertible note purchase agreement dated as of [ ] by and among the Company and the Holder (as amended, modified or supplemented from time to time).

"***Ordinary Shares***" means the ordinary shares of par value US$0.10 each in the capital of the Company having the rights set out in the Articles.

"***Qualified Business Combination***" means (i) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the share capital of the Company immediately prior to such consolidation, merger or reorganization continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; or (iii) the consummation of a transaction or series of related transactions (whether by acquisition, merger, consolidation, amalgamation, reorganization or other business combination), whereby an entity, including a special purpose acquisition company ("SPAC"), acquires equity interests of the Company (or any surviving or resulting company) and the shares of the successor company following any such business combination are publicly listed on any stock exchange[, in each case of (i), (ii), or (iii) above, other than in connection with the transactions set forth in the BCA][7].

"***Qualified Financing***" has the meaning given to it in Section 4(b).

"***Qualified IPO***" means the initial public offering of the Ordinary Shares of the Company.

"***Series C-2 Issuance Price***" means US$1.58.

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[4] NTD: Bracketed language only included in the R Investments Note.

[5] NTD: Bracketed language only included in the R Investments Note.

[6] NTD: Bracketed language only included in the R Investments Note.

[7] NTD: Bracketed language only included in the R Investments Note.

2. Basic Terms.

(a) **Series of Notes**. This convertible promissory note (this "***Note***") is issued pursuant to the terms of the Note Purchase Agreement, as part of a series of notes designated by the Note Series above (collectively, the "***Notes***"), and in a series of multiple closings to certain persons and entities (collectively, the "***Holders***"). For the avoidance of doubt, each other note in this series of notes shall be issued pursuant to the terms of separate note purchase agreements entered into by and between the Company and each of the other Holders.

(b) **Interest**. This Note shall bear interest on the aggregate outstanding principal amount of the Notes at a simple interest rate of five percent (5%) per annum from (and including) the Date of this Note until the aggregate outstanding principal amount is fully repaid; provided that if any portion of the aggregate outstanding principal amount is duly converted into shares of the Company pursuant to and in accordance with the terms hereof, interest shall cease to accrue on the portion of the principal amount being converted. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed. Interest shall be payable on the Maturity Date or upon the prepayment or conversion of this Note in accordance with the terms hereof.

(c) **Payments**. All payments of interest and principal shall be in United States dollars, or, upon mutual consent of the Company and the Holder, in Ordinary Shares or a combination of both. All payments shall be applied first to unpaid accrued interest, and thereafter to principal. In the event that the Company elects to make payments in Ordinary Shares, the number of Ordinary Shares to be issued by the Company will be calculated by dividing the amount that the Company intends to repay by the Series C-2 Issuance Price.

(d) **Optional Redemption / Prepayment.** This Note may be redeemed upon the mutual agreement of the Holder and the Company, at any time, as a whole or in part from time to time, at the redemption price equal to the principal amount so redeemed, plus unpaid accrued interest thereon through the date of redemption, subject to the Holder's exercise of its right of conversion at the then applicable Conversion Price in lieu of redemption.

3. Seniority. This Note ranks (i) senior in right of payment to any of the Company's other indebtedness that is expressly subordinated in right of payment to this Note, (ii) *pari passu* in right of payment to any of the Company's other unsecured indebtedness and liabilities that are not so subordinated, (iii) junior in right of payment to any of the Company's secured indebtedness to the extent of the value of the assets securing such indebtedness, and (iv) structurally junior to all indebtedness and liabilities incurred by the Company's subsidiaries.

4. Conversion.[7]

(a) **[Automatic]/[Optional] Conversion upon Qualified IPO**. If, after the date hereof and prior to the earlier of the Maturity Date or the full repayment or conversion of this Note, the Company closes a Qualified IPO, then[, upon the Holder's election in writing within five days following the receipt of the Company's notice in the last sentence of this paragraph,] [the entire outstanding principal amount of this Note and unpaid accrued interest will be converted automatically, without the need for any action on the part of the Company or the Holder,]/ [the entire outstanding principal amount of this Note and unpaid accrued interest will be converted] into Ordinary Shares concurrently with the closing of the Qualified IPO. The number of Ordinary Shares issuable upon conversion of this Note will be calculated by dividing the total outstanding principal amount of this Note and unpaid accrued interest by the Conversion Price. [The Company will give the Holder notice of the intended closing of a Qualified IPO, including the public offering price, provided that the failure to give such notice will not affect the automatic conversion of this Note.]/ [The Company will give the Holder notice of the intended closing of a Qualified IPO, including the public offering price.]

[7] NTD: Conversion is optional in the R Investments Note and automatic in all other Convertible Notes.

(b) **[Automatic]/[Optional] Conversion upon a Qualified Financing**. If, after the date hereof and prior to the earlier of the Maturity Date or the full repayment or conversion of this Note, the Company issues and sells preferred shares or Ordinary Shares in the capital of the Company ("***Equity Securities***") to investors (the "***Investors***") on or before the Maturity Date with total proceeds to the Company of not less than US$15,000,000 (a "***Qualified Financing***"), then[, upon the Holder's election in writing within five days following the receipt of the Company's notice in the last sentence of this paragraph,] [the entire outstanding principal amount of this Note and any unpaid accrued interest will be converted automatically, without the need for any action on the part of the Company or the Holder,]/ [the entire outstanding principal amount of this Note and unpaid accrued interest will be converted] into Ordinary Shares concurrently with the closing of the Qualified Financing. The number of Ordinary Shares issuable upon conversion of this Note will be calculated by dividing the total outstanding principal amount of this Note and unpaid accrued interest by the Conversion Price. [The Company shall give the Holder notice of a Qualified Financing not less than 10 days prior to the anticipated date of consummation of the Qualified Financing, provided that the failure to give such notice will not affect the automatic conversion of this Note]/ [The Company shall give the Holder notice of a Qualified Financing not less than 10 days prior to the anticipated date of consummation of the Qualified Financing.]

(c) **[Automatic]/[Optional] Conversion at Qualified Business Combination**. If, after the date hereof and prior to the earlier of the Maturity Date or the full repayment or conversion of this Note, the Company consummates a Qualified Business Combination while this Note remains outstanding, then[, upon the Holder's election in writing within five days following the receipt of the Company's notice in the third sentence of this paragraph,] [the entire outstanding principal amount of this Note and any unpaid accrued interest will be converted automatically, without the need for any action on the part of the Company or the Holder,]/[the entire outstanding principal amount of this Note and any unpaid accrued interest will be converted] into Ordinary Shares immediately prior to the closing of the Qualified Business Combination. The number of Ordinary Shares issuable upon conversion of this Note will be calculated by dividing the total outstanding principal amount of this Note and unpaid accrued interest by the Conversion Price. [The Company shall give the Holder notice of a Qualified Business Combination not less than 10 days prior to the anticipated date of consummation of the Qualified Business Combination, provided that the failure to give such notice will not affect the automatic conversion of this Note.]/[The Company shall give the Holder notice of a Qualified Business Combination not less than 10 days prior to the anticipated date of consummation of the Qualified Business Combination.] Any conversion pursuant to this paragraph in connection with a Qualified Business Combination shall be subject to any required tax withholdings, and may be made by the Company (or any party to such Qualified Business Combination or its agent) following the Qualified Business Combination in connection with payment or conversion procedures established in connection with such Qualified Business Combination.

(d) **[Optional Conversion at Qualified DeSpac Transaction**. If, after the date hereof, the Company consummates the Qualified DeSpac Transaction while this Note remains outstanding, then, upon the Holder's election, the entire outstanding principal amount of this Note and any unpaid accrued interest will be converted into Ordinary Shares in the manner and subject to the terms set forth in the BCA. The number of Ordinary Shares issuable upon conversion of this Note will be calculated by dividing the total outstanding principal amount of this Note and unpaid accrued interest by the Conversion Price. Any conversion pursuant to this paragraph in connection with the Qualified DeSpac Transaction shall be subject to any required tax withholdings, and may be made by the Company (or any party to such Qualified DeSpac Combination or its agent) following the Qualified DeSpac Transaction in connection with payment or conversion procedures established in connection with the Qualified DeSpac Transaction.][8]

(e) **Procedure for Conversion**. In connection with any conversion of this Note into shares in the capital of the Company, the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably required by the Company (including, in the case of a Qualified Financing, all financing documents executed by the Investors in connection with such Qualified Financing). The Company shall not be required to issue or deliver the shares in the capital of the Company into which this Note may convert until the Holder has surrendered this Note to the Company and delivered to the Company any such documentation. Upon the conversion of this Note into shares in the capital of the Company pursuant to the terms hereof, in lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay the Holder cash equal to such fraction multiplied by the price at which this Note converts.

(f) **Interest Accrual**. If a [Qualified DeSpac Transaction,] a Qualified IPO, a Qualified Financing, or a Qualified Business Combination is consummated and the Note is converted pursuant to the terms hereof, all interest on this Note shall be deemed to have stopped accruing as of a date selected by the Company that is up to 10 days prior to the closing of a Qualified IPO, [Qualified DeSpac Transaction,] Qualified Financing, or Qualified Business Combination.[9]

5. Events of Default.

(a) If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of the Holder and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under subsection 5(b)(ii) or 5(b)(iii) below), this Note shall accelerate and all principal and unpaid accrued interest shall become due and payable.

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[8] NTD: Bracketed language only included in the R Investments Note.

[9] NTD: Bracketed language only included in the R Investments Note.

(b) The occurrence of any one or more of the following shall constitute an "***Event of Default***":

(i) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(ii) The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

(iii) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within 60 days under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee or assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company),

in each case of (i) to (iii), is not cured by the Company within thirty (30) calendar days after the occurrence of the relevant event.

6. Registration and Transfer of the Note.

(a) **Register**. The Company shall maintain a ledger of all Holders, in which the Company shall record the name and address of the Holder and the name and address of its successors and assignees. The Holder shall notify the Company of any change of name or address and promptly after receiving such notification the Company shall record such information in such register.

(b) **Transfers of Notes**. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal.

(c) **Loss, Theft or Destruction of Note**. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft or destruction of this Note and of indemnity or security reasonably satisfactory to it, the Company will make and deliver a new Note which shall carry the same rights carried by this Note, stating that such Note is issued in replacement of this Note, making reference to the original date of issuance of this Note (and any successors hereto) and dated as of such cancellation, in lieu of this Note.

7. Reservation of Ordinary Shares. The Company undertakes to take all steps necessary to reserve a number of its authorized but unissued Ordinary Shares sufficient for issuance upon conversion of this Note pursuant to the provisions included hereinabove.

8. No Shareholder Rights. Nothing contained in this Note will be construed as conferring upon the Holder or any other person the right to vote or to consent or to receive notice as a shareholder in respect of meetings of shareholders for the election of directors of the Company or any other matters or any rights whatsoever as a shareholder of the Company; and no dividends will be payable or accrued in respect of this Note or the capital stock obtainable hereunder until, and only to the extent that, this Note will have been converted.

9. Miscellaneous Provisions.

(a) **Further Assurances**. The Holder agrees and covenants that at any time and from time to time the Holder will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Note and to comply with applicable securities laws or other regulatory approvals.

(b) **Adjustment of Conversion Price.** The Conversion Price shall be appropriately adjusted to reflect any stock split, reverse stock split or stock dividend or other similar change in the capital of the Company which may occur after the Date of this Note.

(c) **Amendment and Waiver**. Any term of this Note may be amended or waived with the written consent of the Company and the Holder.

(d) **Governing Law**. This Note shall be governed by and construed under the laws of Singapore, without giving effect to conflicts of laws principles.

(e) **Dispute Resolution**. Any dispute or claim arising out of or in connection with or relating to this Note, or the breach, termination or invalidity hereof or thereof (including the validity, scope and enforceability of this arbitration provision), shall be finally resolved by arbitration in Singapore under Rules of Arbitration of the International Chamber of Commerce (the "***Rules***"). The seat of arbitration shall be Singapore and the number of arbitrators shall be three (3) to be appointed and determined in accordance with the Rules. The arbitration proceedings shall be conducted in English. Any award made by the International Chamber of Commerce shall be final and binding on the parties thereto and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(f) **Binding Agreement**. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

(g) **Counterparts; Manner of Delivery**. This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf, DocuSign or any electronic signature complying with applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

(i) **Notices**. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications to a party shall be sent to the party's address set forth on the signature page hereto or at such other address(es) as such party may designate by 10 days' advance written notice to the other party hereto. A copy of any notice to the Company shall be sent to Cooley HK, address: 35th Floor, Two Exchange Square, 8 Connaught Place, Central, Hong Kong, Attn: Will Cai, e-mail:wcai@cooley.com.

(j) **Expenses**. Each of the Company and the Holder shall bear such party's respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Note and the transactions contemplated herein.

(k) **Delays or Omissions**. It is agreed that no delay or omission to exercise any right, power or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by the Holder of any breach or default under this Note, or any waiver by the Holder of any provisions or conditions of this Note, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Note, or by law or otherwise afforded to the Holder, shall be cumulative and not alternative. This Note shall be void and of no force or effect in the event that the Holder fails to remit the full principal amount to the Company within five calendar days of the date of this Note.

(l) **Entire Agreement**. This Note and the Note Purchase Agreement constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

(m) **Intended Tax Treatment**. The Company and the Holder agree to treat all amounts borrowed pursuant to this Note as indebtedness for U.S. federal and applicable state and local income tax purposes and, in accordance with Section 385(c) of the Internal Revenue Code of 1986, as amended, such characterization shall be binding upon the Company and the Holder (along with their successors and assigns) and they shall file their tax returns and reports consistent with such treatment.

(n) **Assignment**. The Holder may assign this Agreement to any Affiliate thereof, provided that any such permitted assignee must enter into a written agreement agreeing to be bound by the provisions of this Note [and that certain side letter between the Company and the Holder dated on or about the date hereof].[10]

[Signature pages follow]

[10] NTD: Bracketed language only included in the R Investments Note.

The parties have executed this **Convertible Promissory Note** as of the date first noted above.

COMPANY:

Aprinoia Therapeutics Inc.

By: _____

Name: JANG Ming-Kuei
Title: Chairman and Chief Executive Officer

E-mail: [***]

Attention: JANG Ming-Kuei

Address: 245 Main Street, 3rd Floor,
Cambridge, MA 02142, United
States of America

The parties have executed this **Convertible Promissory Note** as of the date first noted above.

HOLDER (if an entity):

Name of Holder: _____

By: _____

Name: _____
Title: _____

E-mail: _____

Attention:
Address: _____

HOLDER (if an individual):

Name of Holder: _____

Signature: _____

E-mail: _____

Attention:
Address: _____

Exhibit 10.2

SPONSOR SUPPORT AGREEMENT

THIS SPONSOR SUPPORT AGREEMENT (this "***Agreement***"), dated as of January 17, 2023, is entered intoby and among Ross Acquisition Corp II, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "***SPAC***"), APRINOIA Therapeutics Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "***Company***"), Aprinoia Therapeutics Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("***PubCo***"), and Ross Holding Company LLC, a Cayman Islands limited liability company ("***Sponsor***") of SPAC. Any capitalized term used but not defined in this Agreement will have the meaning ascribed to such term in the Business Combination Agreement (defined below).

RECITALS

WHEREAS, the Sponsor is currently the record owner of 8,625,000 SPAC Class B Ordinary Shares (together with the SPAC Class A Ordinary Shares to be issued upon conversion of such SPAC Class B Ordinary Shares and the PubCo Ordinary Shares to be issued in exchange for such SPAC Class A Ordinary Shares in the Initial Merger, the "***Sponsor Shares***") and 5,933,333 privately issued warrants of SPAC entitling the Sponsor to purchase one (1) SPAC Class A Ordinary Share at a price of $11.50 per SPAC Class A Ordinary Share (the "***Sponsor Warrants***" and, together with the SPAC A Ordinary Shares to be issued upon exercise of the Sponsor Warrants, the Sponsor Shares, and any other equity securities of SPAC that the Sponsor holds of record, or beneficially, as of the date of this Agreement, or acquires record or beneficial ownership of after the date hereof, the "***Covered Securities***");

WHEREAS, concurrently herewith, SPAC, the Company, PubCo, Merger Sub 1, Merger Sub 2, and Merger Sub 3 have entered into the Business Combination Agreement, pursuant to which, among other things, the Mergers will be consummated; and

WHEREAS, as a condition and inducement to the willingness of SPAC, PubCo andthe Company to enter into the Business Combination Agreement, PubCo, SPAC, the Company and the Sponsor are entering into this Agreement.

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

1. Agreement to Vote. Subject to the earlier termination of this Agreement in accordance withSection 9, Sponsor, in its capacity as a shareholder of SPAC, irrevocably and unconditionally agrees that at a meeting of SPAC's shareholders to be convened for the purpose of obtaining the requisite SPAC Shareholders Approval in connection with the Transactions or any other meeting of SPAC's shareholders with respect to the Transactions (whether annual or extraordinary and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof), such Sponsor shall:

(a) if and when such meeting is held, appear at such meeting in person or by proxy or otherwise cause the Covered Securities, which are entitled to vote, to be counted as present thereat for the purpose of establishing a quorum;

(b) vote, or cause to be voted, at such meeting (or execute and deliver a written consent, if applicable, causing to be voted) all of the Covered Securities, which are entitled to vote, owned as of the record date for such meeting in favor of the SPAC Shareholders Approval and any other matters necessary or reasonably requested by SPAC for consummation of the Transactions, including any actions necessary to effectuate the matters contemplated by the SPAC Shareholders Approval;

(c) vote, or cause to be voted, at such meeting (or execute and deliver a written consent, if applicable, causing to be voted) all of the Covered Securities, which are entitled to vote, owned as of the record date for such meeting against any change in the business, management or board of directors of SPAC;

(d) vote, or cause to be voted, at such meeting (or execute and deliver a written consent, if applicable, causing to be voted) all of such Covered Securities, which are entitled to vote, owned as of the record date for such meeting against a SPAC Acquisition Proposal or any other transaction involving SPAC that would be reasonably likely to, in any material respect, impede, interfere with, delay or attempt to discourage, frustrate the purposes of, result in a breach by SPAC of, prevent or nullify any provision of the Business Combination Agreement or any other Transaction Document, the Initial Merger, or any other Transaction, or change in any manner the voting rights of any class of SPAC's share capital; and

(e) in any other circumstances upon which a consent or other approval is required under SPAC's Organizational Documents or otherwise sought in furtherance of the Transactions, vote, consent or approve (or cause to be voted, consented or approved) all of the Covered Securities owned at such time, which are entitled to vote, in favor thereof.

The obligations of the Sponsor specified in this Section 1 shall apply whether or not the Mergers or any action described above is recommended by the board of directors of SPAC or any committee thereof or the board of directors of SPAC or any committee thereof has previously recommended the Mergers or such action but changed its recommendation.

2. Surrendered Sponsor Shares. Sponsor hereby acknowledges and agrees that, immediately preceding the Sponsor Share Conversion (and for the avoidance of doubt, on the Business Day prior to the Closing Date and prior to the Initial Merger), it shall automatically surrender for no consideration 3,018,750 SPAC Class B Ordinary Shares and that from and after such time such surrendered shares shall be deemed to be cancelled and no longer outstanding on the books of SPAC and no Person shall have any further right with respect thereto.

3. Sponsor Earn Out.

(a) Sponsor agrees that, immediately following the Sponsor Share Conversion and the Initial Merger Effective Time but prior to the Second Merger Effective Time, (x) an aggregate of 3,450,000 PubCo Ordinary Shares held by Sponsor shall be registered in the name of the Sponsor and shall be duly authorized, validly issued, fully paid and non-assessable, and free and clear of all Liens and (y) an aggregate of 2,156,250 PubCo Ordinary Shares registered in the name of the Sponsor (the securities in clause (y), the "***Sponsor Earn-Out Shares***") shall have the Legend affixed to them and be held subject to the terms and conditions of this Section 3 but shall, in all other respects be duly authorized, validly issued, fully paid and non-assessable, and free and clear of all Liens.

(b) Legends. During the Earnout Lock-Up Period, each certificate or book entry position statement evidencing Sponsor Earn-Out Shares shall be stamped or otherwise imprinted with a legend (the "***Legend***") in substantially the following form, in addition to any other applicable legends:

"THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFER, AND CERTAIN OTHER AGREEMENTS, SET FORTH IN THE SPONSOR SUPPORT AGREEMENT, DATED AS OF JANUARY 17, 2023, BY AND AMONG THE ISSUER OF SUCH SECURITIES (THE "ISSUER") AND CERTAIN OTHER PARTIES NAMED THEREIN. A COPY OF SUCH SPONSOR SUPPORT AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

(c) Procedures Applicable to the Sponsor Earn-Out Shares.

(i) As soon as practicable, and in any event within five (5) Business Days after the occurrence of a Triggering Event (as defined below), PubCo shall remove, or cause to be removed, the Legend from the books and records of PubCo evidencing the Sponsor Earn-Out Shares with respect to which a Triggering Event has occurred and such shares shall no longer be subject to any of the terms of this Section 3 (any such removal of the Legend and other restrictions, a "***Release***").

(ii) Sponsor shall not Transfer any Sponsor Earn-Out Shares until the date on which the relevant vesting triggers have been satisfied as described in Section 3(d) below, *provided however*, that the Sponsor may Transfer Sponsor Earn-Out Shares to any direct or indirect beneficial owner of Sponsor or any Affiliate thereof, *provided*, *further*, that any such permitted transferee must enter into a written agreement agreeing to be bound by the provisions of this Agreement.

(iii) Any Sponsor Earn-Out Shares not eligible to be Released in accordance with the terms ofSection 3(d) or Section 3(f) on or before the fifth (5th) anniversary of the Closing Date (the period commencing on the Closing Date and ending on such date, the "***Earnout Lock-Up Period***") shall be automatically surrendered for no consideration to PubCo upon the expiration of such Earnout Lock-Up Period and canceled (such shares, "***Forfeited Shares***") and Sponsor shall not have any rights with respect thereto.

(d) Release of Sponsor Earn-Out Shares. The Sponsor Earn-Out Shares shall be Released as follows (each, a "***Triggering Event***"):

(i) If, at any time during the Earnout Lock-Up Period, the VWAP of PubCo Ordinary Shares is equal to or greater than $12.50 for any 20 Trading Days within any period of 30 consecutive Trading Days (the date when the foregoing is first satisfied, the "***First Triggering Event Date***"), one-half (1/2) of the Sponsor Earn-Out Shares (the "***First Earn-Out Shares***") shall be Released and no longer be subject to surrender conditions provided in thisSection 3 as of the First Triggering Event Date.

(ii) If, at any time during the Earnout Lock-Up Period, the VWAP of PubCo Ordinary Shares is equal to or greater than $15.00 for any 20 Trading Days within any period of 30 consecutive Trading Days (the date when the foregoing is first satisfied, the "***Second Triggering Event Date***"), one-half (1/2) of the Sponsor Earn-Out Shares shall be Released and no longer be subject to the surrender conditions provided in this Section 3 as of the Second Triggering Event Date.

(e) If the Second Triggering Event Date occurs at a time when the First Earn-Out Shares have not been Released, then all of the Sponsor Earn-Out Shares shall immediately be Released and no longer be subject to the surrender conditions provided in this Section 3 as of the Second Triggering Event Date.

(f) In the event that there is a PubCo Change of Control during the Earnout Lock-Up Period, any Sponsor Earn-Out Shares that have not previously been Released pursuant to a Triggering Event shall be deemed to have been Released immediately prior to the closing of such PubCo Change of Control, and the holder of any Sponsor Earn-Out Shares shall be eligible to participate in such PubCo Change of Control with respect to such Sponsor Earn-Out Shares on the same terms, and subject to the same conditions, as apply to the holders of PubCo Ordinary Shares generally. Upon the consummation of a PubCo Change of Control, the Earnout Lock-Up Period shall terminate.

(g) The PubCo Ordinary Share price targets set forth inSection 3(d) shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to PubCo Ordinary Shares occurring on or after the Closing. For the avoidance of doubt, prior to the expiration of the Earnout Lock-Up Period, Sponsor shall be entitled to vote and receive dividends with respect to its Sponsor Earn-Out Shares until such shares are deemed Forfeited Shares.

4. Waiver of Anti-Dilution Protection. Sponsor hereby irrevocably but conditioned upon the consummation of the Mergers and the filing of the PubCo Articles, (i) agrees that pursuant to Section 2.01(b) of the Business Combination Agreement, on the Business Day prior to the Closing Date and prior to the Initial Merger, each issued and outstanding SPAC Class B Ordinary Share, after giving effect to the surrender of SPAC Class B Ordinary Shares pursuant to Section 2 herein, shall be converted automatically into one (1) SPAC Class A Ordinary Share (the " ***Sponsor Share Conversion***"), and (ii) waives any adjustment to the Sponsor Share Conversion pursuant to the Initial Conversion Ratio (as such term is defined in the SPAC Articles) to which it would otherwise be entitled pursuant to Article 17 (*Class B Ordinary Share Conversion*) of the SPAC Articles and any other anti-dilution rights or protections with respect to the Sponsor Share Conversion resulting from the Transactions.

5. No Redemption. Sponsor agrees that, from the date hereof and until the termination of this Agreement, Sponsor shall not elect to cause SPAC to redeem any Covered Securities, or submit or surrender any of the Covered Securities for redemption (save for the surrender of SPAC Class B Ordinary Shares pursuant to Section 2), in connection with the Transactions.

6. Consent to Disclosure. Sponsor hereby consents to the publication and disclosure in the Joint Proxy Statement/Prospectus (and, as and to the extent otherwise required by applicable securities Laws or the SEC or any other securities authorities, any other documents or communications provided by SPAC, the Company or PubCo to any Governmental Authority or to security holders of SPAC) of the Sponsor's identity and beneficial ownership of Sponsor Shares and Sponsor Warrants and the nature of the Sponsor's commitments, arrangements and understandings under and relating to this Agreement and, if deemed appropriate by SPAC, the Company or PubCo, a copy of this Agreement. Sponsor will promptly provide any information reasonably requested by SPAC, the Company or PubCo for any regulatory application or filing made or approval sought in connection with the Transactions (including filings with the SEC).

7. Investor Rights Agreement. On the Closing Date, Sponsor shall deliver to SPAC, the Company, and PubCo, a duly executed copy of the Investor Rights Agreement.

8. No Inconsistent Agreements. Sponsor hereby covenants and agrees that Sponsor shall not, at any time prior to the Termination Date (as defined below), (i) enter into any voting agreement or voting trust with respect to any of the Covered Securities, which are entitled to vote, that is inconsistent with Sponsor's obligations pursuant to Section 1 of this Agreement, (ii) grant a proxy or power of attorney with respect to any of the Covered Securities, which are entitled to vote, that is inconsistent with Sponsor's obligations pursuant to Section 1 of this Agreement, or (iii) enter into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

9. Termination. This Agreement shall terminate, and no party shall have any further obligations or liabilities under this Agreement, upon the earliest of (i) the termination of the Business Combination Agreement, in accordance with its terms or (ii) the time this Agreement is terminated upon the mutual written agreement of SPAC, the Company and the Sponsor (the earliest such date under clause (i) or (ii) being referred to herein as the "***Termination Date***"); provided, that the provisions set forth in Sections 12 to 27 below shall survive the termination of this Agreement; provided further, that termination of this Agreement shall not relieve any party hereto from any liability for any willful breach of, or actual fraud in connection with, this Agreement prior to such termination.

10. Representations and Warranties of the Sponsor. Sponsor hereby represents and warrants to the Company and SPAC as follows:

(a) Sponsor is the record and beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of, and has good, valid and marketable title to, the Covered Securities, free and clear of Liens other than as created by this Agreement, that certain letter agreement, dated as of March 16, 2021, by and between SPAC and Sponsor (the "***Insider Letter***"), the Investors' Rights Agreement, and Permitted Liens. As of the date hereof, other than the Covered Securities, Sponsor does not own beneficially or of record any share capital of SPAC (or any securities, including warrants exercisable, convertible or exchangeable into share capital of SPAC).

(b) Sponsor (i) except as provided in this Agreement and the Insider Letter, has full voting power, full power of disposition and full power to issue instructions with respect to the matters set forth herein, in each case, with respect to the Covered Securities, which are entitled to vote, (ii) has not entered into any voting agreement or voting trust or any other agreement or arrangement, including any proxy, consent or power of attorney, with respect to any of the Covered Securities, which are entitled to vote, that is inconsistent with Sponsor's obligations pursuant to this Agreement, (iii) has not granted a proxy or power of attorney with respect to any of the Covered Securities, which are entitled to vote, that is inconsistent with Sponsor's obligations pursuant to this Agreement, and has no knowledge and is not aware of any such proxy or power of attorney in effect, and (iv) has not entered into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement, and has no knowledge and is not aware of any such agreement or undertaking.

(c) Sponsor (i) is a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of the jurisdiction of its organization, and (ii) has all requisite corporate or other power and authority and has taken all corporate or other action necessary in order to, execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Sponsor and constitutes a valid and binding agreement of Sponsor enforceable against Sponsor in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(d) Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act, if any, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by Sponsor from, or to be given by Sponsor to, or be made by Sponsor with, any Governmental Entity in connection with the execution, delivery and performance by Sponsor of this Agreement, the consummation of the transactions contemplated hereby or the Mergers and the other Transactions.

(e) The execution, delivery and performance of this Agreement by Sponsor do not, and the consummation of the transactions contemplated hereby or the Mergers and the other Transactions will not, constitute or result in (i) a breach or violation of, or a default under, the Organizational Documents of Sponsor (if Sponsor is not a natural person), (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, the creation, modification or acceleration of any obligations under or the creation of a Lien on any of the properties, rights or assets of Sponsor pursuant to any Contract binding upon Sponsor or, assuming (solely with respect to performance of this Agreement and the transactions contemplated hereby), compliance with the matters referred to in Section 10(d), under any Law to which Sponsor is subject, or (iii) any change in the rights or obligations of any party under any Contract legally binding upon Sponsor, except, in the case of clause (ii) or (iii) directly above, for any such breach, violation, termination, default, creation, acceleration or change that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair Sponsor's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby, the consummation of the Mergers or the other Transactions.

(f) As of the date of this Agreement, there is no action, proceeding or investigation pending against Sponsor or, to the knowledge of Sponsor, threatened against Sponsor that questions the beneficial or record ownership of the Covered Securities, that would reasonably be expected to question the validity of this Agreement or to prevent or materially impair, enjoin or delay the ability of Sponsor to perform its obligations under this Agreement or to consummate the transactions contemplated hereby.

(g) Sponsor understands and acknowledges that SPAC, PubCo, and the Company are entering into the Business Combination Agreement in reliance upon Sponsor's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of Sponsor contained herein.

(h) Except as described in the SPAC Disclosure Letter, no investment banker, broker, finder or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which SPAC or the Company is or will be liable in connection with the transactions contemplated hereby based upon arrangements made by or, to the knowledge of Sponsor, on behalf of Sponsor.

11. Certain Covenants of the Sponsor. Except in accordance with the terms of this Agreement, Sponsor hereby covenants and agrees as follows:

(a) Sponsor shall not, directly or indirectly, prior to the Termination Date, except in connection with the consummation of the Mergers, (i) sell, transfer, pledge, encumber, assign, hedge, swap, convert or otherwise dispose of (including by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of Laws or otherwise), either voluntarily or involuntarily (collectively, "***Transfer***"), enter into any Contract or option with respect to the Transfer of any of the Covered Securities or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any of the Covered Securities; (ii) publicly announce any intention to effect any transaction specified in clause (i) or (iii) take any action that would make any representation or warranty of Sponsor contained herein untrue or incorrect or have the effect of preventing or disabling Sponsor from performing its obligations under this Agreement; provided, however, that nothing herein shall prohibit a Transfer to an Affiliate of Sponsor (a "***Permitted Transfer***"); provided, further, that any Permitted Transfer shall be permitted only if, as a precondition to such Transfer, the transferee agrees to assume all of the obligations of the Sponsor under, and be bound by all of the terms of, this Agreement; provided, further, that any Transfer permitted under this Section 11(a) shall not relieve the Sponsor of its obligations under this Agreement. Any Transfer in violation of this Section 11(a) with respect to the Covered Securities shall be null and void. Nothing in this Agreement shall prohibit direct or indirect transfers of equity or other interests in Sponsor.

(b) Sponsor hereby authorizes SPAC to maintain a copy of this Agreement at either the executive office or the registered office of SPAC.

(c) Sponsor shall not commence, join in, facilitate, assist or encourage, and shall take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against any of the Company, SPAC or any of their respective successors or assigns, challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Business Combination Agreement.

12. Confidentiality. Sponsor shall be bound by and comply with Section 12.13 (*Confidentiality*) of the Business Combination Agreement (and any relevant definitions contained in such provision) as if Sponsor was an original signatory to the Business Combination Agreement with respect to such provision.

13. Further Assurances. From time to time, at SPAC's or the Company's request and without further consideration, Sponsor shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to effect the actions and consummate the transactions contemplated by this Agreement. Sponsor further agrees not to commence or participate in, and to take all actions necessary to opt out of any class action with respect to, any action or claim, derivative or otherwise, against SPAC, the Company or any of their respective Affiliates, successors and assigns relating to the negotiation, execution or delivery of this Agreement, the Business Combination Agreement or the consummation of the Transactions.

14. Changes in Share Capital. In the event of a share split, capitalization or distribution, or any change in SPAC's share capital by reason of any split-up, reverse share split, recapitalization, combination, reclassification, exchange of shares or the like, the terms "Sponsor Shares" and "Covered Securities" shall be deemed to refer to and include such shares as well as all such share dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

15. Amendment and Modification. This Agreement may be amended, modified or supplemented only by an instrument in writing signed by SPAC, PubCo, the Company, and the Sponsor. Any party to this Agreement may, at any time prior to the Termination Date, waive any of the terms or conditions of this Agreement, or agree to an amendment or modification to this Agreement in the manner contemplated by this Section 15 or Section 16, as applicable.

16. Waiver. No failure or delay by any party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party.

17. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given: (a) on the date established by the sender as having been delivered personally; (b) one Business Day after being sent by a nationally recognized overnight courier guaranteeing overnight delivery; (c) on the date sent, if sent by email, to the addresses below; or (d) on the fifth Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications, to be valid, must be addressed as follows:

If to Sponsor, to:

Ross Holding Company, LLC
1 Pelican Lane
Palm Beach, Florida 33480
Attention: Wilbur L. Ross and Nadim Qureshi
Email: [***] and [***]

If to SPAC, to:

Ross Acquisition Corp II
1 Pelican Lane
Palm Beach, Florida 33480
Attention: Wilbur L. Ross and Nadim Qureshi
Email: [***] and [***]

with a required copy (which shall not constitute notice) to:

White & Case LLP
111 South Wacker Drive, Suite 5100
Chicago, Illinois 60606
Attention: Gary Silverman
E-mail: Gary.Silverman@whitecase.com

If to the Company, to:

245 Main Street, 3rd Floor,
Cambridge, MA 02142
Attention: JANG Ming-Kuei
Email: [***]

with a required copy (which shall not constitute notice) to:

Cooley HK
35th Floor, Two Exchange Square
8 Connaught Place
Central, Hong Kong
Attention: Will H. Cai
E-mail: wcai@cooley.com

If to the PubCo, to:

245 Main Street, 3rd Floor,
Cambridge, MA 02142
Attention: JANG Ming-Kuei
Email: [***]

And

Ross Acquisition Corp II
1 Pelican Lane
Palm Beach, Florida 33480
Attention: Wilbur L. Ross and Nadim Qureshi
Email: [***] and [***]

with a required copy (which shall not constitute notice) to:

White & Case LLP
111 South Wacker Drive, Suite 5100
Chicago, Illinois 60606
Attention: Gary Silverman
E-mail: Gary.Silverman@whitecase.com

with a second required copy (which shall not constitute notice) to:

Cooley HK
35th Floor, Two Exchange Square
8 Connaught Place
Central, Hong Kong
Attention: Will H. Cai
E-mail: wcai@cooley.com

18. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in SPAC or the Company any direct or indirect ownership or incidence of ownership of or with respect to the Covered Securities of Sponsor. All rights, ownership and economic benefits of and relating to the Covered Securities of Sponsor shall remain vested in and belong to Sponsor, and neither SPAC nor the Company shall have any authority to manage, direct, restrict, regulate, govern or administer any of the policies or operations of Sponsor or exercise any power or authority to direct Sponsor in the voting or disposition of any of the Covered Securities, except as otherwise provided herein.

19. Entire Agreement. This Agreement and the Business Combination Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof. No representations, warranties, covenants, understandings, agreements, oral or otherwise, with respect to the subject matter contemplated by this Agreement exist between the parties hereto except as expressly set forth or referenced in this Agreement and the Business Combination Agreement. In the event of any inconsistency, conflict, or ambiguity as to the rights and obligations of the parties hereto under this Agreement and the Business Combination Agreement, the terms of this Agreement shall control and supersede any such inconsistency, conflict or ambiguity.

20. No Third-Party Beneficiaries. The Sponsor hereby agree that their representations, warranties and covenants set forth herein are solely for the benefit of SPAC and the Company in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Agreement may only be enforced against, and any Laws that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the Persons expressly named as parties hereto.

21. Governing Law and Venue; Service of Process; Waiver of Jury Trial

(a) This Agreement and the consummation the Transactions, and any action, suit, dispute, controversy or claim arising out of this Agreement and the consummation of the Transactions, or the validity, interpretation, breach or termination of this Agreement and the consummation of the Transactions, shall be governed by and construed in accordance with the internal law of the State of Delaware regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof, except to the extent that the laws of the Cayman islands are mandatorily applicable.

(b) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO AND ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY MAY DO SO ONLY IF HE, SHE OR IT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM RELATING THERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY HERETO NOR ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHERMORE, NO PARTY HERETO NOR ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

22. Assignment; Successors. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties; provided that Sponsor may assign this Agreement without prior written consent of the other parties if such assignment is the result of a Permitted Transfer to an Affiliate of Sponsor. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this Section 22 shall be null and void, ab initio.

23. Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as parties hereto, and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement), (a) no past, present or future director, officer, employee, incorporator, member, partner, shareholder, affiliate, agent, attorney, advisor or representative or affiliate of any named party to this Agreement and (b) no past, present or future director, officer, employee, incorporator, member, partner, shareholder, affiliate, agent, attorney, advisor or representative or affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of SPAC, the Company or the Sponsor (or either of them) under this Agreement of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

24. Enforcement. The parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The parties hereto acknowledge and agree that (a) the parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, including the Sponsor's obligations to vote its Covered Securities as provided in this Agreement, without proof of damages, prior to the valid termination of this Agreement, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the parties would have entered into this Agreement. Each party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at Laws or that an award of specific performance is not an appropriate remedy for any reason at Laws or equity. The parties acknowledge and agree that any party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 24 shall not be required to provide any bond or other security in connection with any such injunction.

25. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under Laws, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under Laws, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable under Laws, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

26. Counterparts. This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by electronic means, including docusign, e-mail, or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement or any amendment hereto.

27. Interpretation and Construction. The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. References to Sections are to Sections of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The definitions contained in this Agreement are applicable to the masculine as well as to the feminine and neuter genders of such term. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder. References to any person include the successors and permitted assigns of that person. References from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

28. Capacity as Sponsor. Notwithstanding anything herein to the contrary, Sponsor signs this Agreement solely in Sponsor's capacity as a shareholder of SPAC, and not in any other capacity and this Agreement shall not limit or otherwise affect the actions of Sponsor or any affiliate, employee or designee of Sponsor or any of its affiliates in his or her capacity, if applicable, as an officer or director of SPAC or any other Person.

29. Sponsor Indemnity. For a period of six (6) years after the Closing Date, PubCo and the Company will indemnify, exonerate and hold harmless the Sponsor and its members, managers, officers and, if applicable, its and their permitted successors and assigns from and against any and all actions, causes of action, suits, claims, liabilities, losses, damages and costs and out-of-pocket expenses in connection therewith (including reasonable attorneys' fees and expenses) ("***Indemnified Liabilities***") incurred by the Sponsor on or after the date of this Agreement, arising out of any third-party action, cause of action, suit, litigation, investigation, inquiry, arbitration or claim relating to the Transactions which names the Sponsor as a defendant (or co-defendant) arising from the Sponsor's ownership of equity interests of SPAC or its alleged, purported or actual control or ability to influence SPAC; provided, that the foregoing shall not apply to (i) any Indemnified Liabilities to the extent arising out of any breach by the Sponsor or its members, managers and officers, or, if applicable, its or their permitted successors and assigns, of this Sponsor Agreement or any other agreement between the Sponsor or its members, managers and officers, or, if applicable, its and their permitted successors and assigns, on the one hand, and PubCo, the Company or any of their subsidiaries, on the other hand, (ii) the willful misconduct, gross negligence or fraud of the Sponsor or its members, managers and officers or, if applicable, its and their respective successors and assigns, or (iii) Taxes.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF the Parties have hereunto caused this Agreement to be duly executed as of the date first above written.

SPAC:

ROSS ACQUISTION CORP II

By: /s/ Wilbur L. Ross, Jr.
Name: Wilbur L. Ross, Jr.
Title: President and Chief Executive Officer

COMPANY:

APRINOIA THERAPEUTICS INC.

By: /s/ Jang, Ming-Kuei
Name: Jang, Ming-Kuei
Title: Director

PUBCO:

APRINOIA THERAPEUTICS HOLDINGS LIMITED

By: /s/ Jang, Ming-Kuei
Name: Jang, Ming-Kuei
Title: Director

SPONSOR:

ROSS HOLDING COMPANY, LLC

By: /s/ Stephen J. Toy
Name: Stephen J. Toy
Title: Managing Member

SCHEDULE A

Defined Terms

"***PubCo Change of Control***" means any transaction or series of related transactions (a) under which PubCo, directly or indirectly, acquires or otherwise purchases (i) another Person or any of its Affiliates or (ii) all or a material portion of the assets, business or equity securities of another Person or (b) under which any Person(s) makes any equity or similar investment in PubCo, in each case, that results, directly or indirectly, in the shareholders of PubCo, as of immediately prior to such transaction holding, in the aggregate, less than 50% of the voting shares of PubCo (or any successor or parent company of PubCo) immediately after the consummation thereof (whether by merger, consolidation, tender offer, recapitalization, purchase or issuance of equity securities, tender offer or otherwise).

"***Trading Day***" means any day on which PubCo Ordinary Shares are actually traded on the principal securities exchange or securities market on which such PubCo Ordinary Shares are then traded.

"***VWAP***" means, for any security as of any date(s), the volume-weighted average price for such security on the principal securities exchange or securities market on which such security is then traded during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its "HP" function (set to weighted average) or, if the foregoing does not apply, the volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg, or, if no volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group Inc. If the VWAP cannot be calculated for such security on such date(s) on any of the foregoing bases, the VWAP of such security on such date(s) shall be the fair market value as determined reasonably and in good faith by a majority of the disinterested independent directors of the board of directors (or equivalent governing body) of the applicable issuer. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period.

Exhibit 10.3

FORM OF SHAREHOLDER SUPPORT DEED

This Shareholder Support Deed (as may be amended, supplemented, modified or varied in accordance with the terms herein, this "***Deed***") is dated as of [*], 2023 by and among **Ross Acquisition Corp II**, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("***SPAC***"), **APRINOIA Therapeutics Inc.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "***Company***"), **APRINOIA Therapeutics Holdings Limited**, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("***PubCo***") and the Persons set forth on Schedule I hereto (each, a "***Company Shareholder***" and collectively, the "***Company Shareholders***"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Business Combination Agreement (as defined below).

Recitals

Whereas, as of the date hereof, each Company Shareholder is the holder of record and the "*beneficial owners*" (within the meaning of Rule 13d-3 under the Exchange Act) of such number of Company Ordinary Shares and Company Preferred Shares as set forth opposite its name on Schedule I hereto (such Company Ordinary Shares and Company Preferred Shares, together with any other Company Shares acquired by such Company Shareholder after the date of this Deed and during the term of this Deed, including as a result of the Transaction, by purchase, as a result of a share dividend, subdivision, recapitalization, consolidation, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities, collectively referred to herein as the "***Subject Shares***" of such Company Shareholder);

Whereas, on or about the date of execution and delivery of this Deed, the SPAC, the Company, PubCo, **APRINOIA Therapeutics Merger Sub 1, Inc.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of PubCo ("***Merger Sub 1***"), **APRINOIA Therapeutics Merger Sub 2, Inc.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of SPAC ("***Merger Sub 2***") and **APRINOIA Therapeutics Merger Sub 3, Inc.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of SPAC ("***Merger Sub 3***", collectively with Merger Sub 2 and Merger Sub 3, the "***Merger Subs***"), have entered into that certain Business Combination Agreement (as amended from time to time in accordance with the terms thereof, the "***Business Combination Agreement***") to consummate the Mergers (as defined in the Business Combination Agreement) pursuant to the terms thereto; and

Whereas, as a condition to the willingness of SPAC to enter into the Business Combination Agreement and to consummate the transactions contemplated therein, the parties hereto desire to agree to certain matters as set forth herein.

Now, Therefore, in consideration of the foregoing and the mutual agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

SHAREHOLDER SUPPORT DEED; COVENANTS

1.1 Binding Effect of Business Combination Agreement. Each Company Shareholder hereby acknowledges that it has read the Business Combination Agreement and this Deed and has had the opportunity to consult with its tax and legal advisors. Each Company Shareholder shall be bound by and comply with Section 9.02 (*Non-Solicit*), Section 9.03 (*Preparation of Joint Proxy Statement/Prospectus; SPAC Shareholders' Meeting and Approvals; Company Shareholders' Meeting and Approvals*) and Section 12.12 (*Publicity*) of the Business Combination Agreement as if (a) such Company Shareholder was an original signatory to the Business Combination Agreement with respect to such provisions, and (b) each reference to the "Company" in Section 9.05 (*Tax Matters*) of the Business Combination Agreement also referred to each such Company Shareholder.

1.2 No Transfer. Other than pursuant to this Deed, each Company Shareholder shall not, directly or indirectly, (i) lend, sell, transfer, tender, grant, charge, mortgage, pledge or otherwise encumber, grant a security interest in, assign or otherwise dispose of (including by gift, tender or exchange offer, merger or operation of law), encumber, hedge or utilize a derivative to transfer the economic interest in any Subject Share, (collectively, "***Transfer***"), or enter into any Contract, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of, any Subject Shares to any Person other than pursuant to the Second Merger and/or the Third Merger, (ii) grant any proxies or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, voting deed or otherwise (including pursuant to any loan of Subject Shares), or enter into any other agreement, with respect to any Subject Shares, (iii) take any action that would make any representation or warranty of such Company Shareholder herein untrue or incorrect in any material respect, or have the effect of preventing or disabling such Company Shareholder from performing its material obligations hereunder, or (iv) commit or agree to take any of the foregoing actions or take any other action or enter into any Contract that would reasonably be expected to make any of its representations or warranties contained herein untrue or incorrect or would have the effect of preventing or delaying such Company Shareholder from performing any of its material obligations hereunder. Any action attempted to be taken in violation of the preceding sentence will be null and void. Each Company Shareholder agrees with, and covenants to, SPAC, PubCo and the Company that such Company Shareholder shall not request that the Company register the Transfer (in its register of members, by book-entry or otherwise) of any certificated or uncertificated interest representing any of its Subject Shares.

1.3 Dissenters' Rights. Each Company Shareholder hereby irrevocably waives, and/or agrees not to exercise or assert, any and all rights, actions or claims under Section 238 of the Companies Act of the Cayman Islands (as amended) (the "***Act***") (including but not limited to the right to dissent from the merger, and the rights in s.238(12) and/or s.238(16) of the Act), and any other similar statute in connection with the Second Merger, the Third Merger and the Business Combination Agreement.

1.4 New Shares. In the event that prior to the Closing (i) any Company Shares or other securities of the Company are issued or otherwise distributed to a Company Shareholder pursuant to any share dividend or distribution, or any change in any of the Company Ordinary Shares, Company Preferred Shares or other share capital of the Company by reason of any share sub-division, recapitalization, consolidation, exchange of shares or the like, (ii) a Company Shareholder acquires legal or beneficial ownership of any Company Shares after the date of this Deed, or (iii) a Company Shareholder acquires the right to vote or share in the voting of any Company Share after the date of this Deed (together the "***New Securities***"), the Subject Shares of such Company Shareholder shall be deemed to refer to and include such New Securities (including all such share dividends and distributions and any securities into which or for which any or all of the Subject Shares may be changed or exchanged into).

1.5 Restricted Activities.

(a) No Company Shareholder shall adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization (each a "***Reorganization Event***") without the prior written consent of the Company and SPAC. Prior to and as a condition to the effectiveness of any Transfer resulting from an approved Reorganization Event, the transferee shall enter into a written agreement, in form and substance reasonably satisfactory to the Company and SPAC, agreeing to be bound by the provisions of this Deed to the same extent as such Company Shareholder was bound with respect to the transferred Subject Shares.

(b) Notwithstanding the requirements of Section 1.5(a), a Company Shareholder shall not be required to obtain the prior written consent of the Company and SPAC for any Reorganization Event that occurs by virtue of such Company Shareholder's organizational documents upon liquidation or dissolution of such Company Shareholder, so long as, (i) the power to vote (including, without limitation, by proxy or power of attorney) and any other right to fulfill such Company Shareholder's obligations under this Deed and the Business Combination Agreement are not relinquished by such Company Shareholder or (ii) prior to and as a condition to the effectiveness of any Transfer resulting from such liquidation or dissolution, the transferee enters into a written agreement, in form and substance reasonably satisfactory to the Company and SPAC, agreeing to be bound by the provisions of this Deed to the same extent as such Company Shareholder was bound with respect to the transferred Subject Shares.

1.6 Company Shareholder Agreements.

(a) Each Company Shareholder hereby unconditionally and irrevocably agrees that, at any meeting of the shareholders of Company called to seek the Company Shareholders Approval, or at any adjournment or postponement thereof, or in any other circumstance in which the vote, consent or other approval of the shareholders of the Company with respect to the Business Combination Agreement, any other Transaction Document, the Second Merger, the Third Merger or any other Transaction is sought, such Company Shareholder shall, (i) if a meeting is held, appear at such meeting or otherwise cause all of its Subject Shares to be counted as present thereat for purposes of establishing a quorum, and (ii) vote or cause to be voted (including by class vote and/or written resolution and /or consent, if applicable) the Subject Shares:

(i) in favor of granting the Company Shareholders Approval or, if there are insufficient votes in favor of granting the Company Shareholders Approval, in favor of the adjournment or postponement of such meeting of the shareholders of the Company to a later date, including the approval and adoption of the amendment of the Company Articles as contemplated by Section 3.03 of the Business Combination Agreement;

(ii) against (A) any business combination agreement, merger agreement or merger (other than the Business Combination Agreement, the Second Merger and the Third Merger), scheme of arrangement, business combination, consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company or any Group Company, other than as approved in advance in writing by the SPAC, or any public offering of any securities of the Company or any other Group Company, other than in connection with the Transactions and/or as permitted under the Business Combination Agreement, (B) any Company Acquisition Proposal or allowing the Company to execute or enter into, any agreement related to an Company Acquisition Proposal, (C) other than any amendment to the Company Articles permitted under the Business Combination Agreement, any amendment of the Company Articles, the shareholders' agreement dated as of September 24, 2021, by and among the Company, the Company Shareholders and certain other parties thereto, as amended by the Addendum to Shareholders' Agreement and C-1 and C-2 Share Purchase Agreements dated November 16, 2021 (as may be amended, supplemented, modified or varied from time to time the "***Company Shareholders' Agreement***"), and (D) for each of (A), (B), (C) above or otherwise, against any other proposal or transaction involving Company or any of its Subsidiaries, which would be reasonably likely to, in any material respect, impede, interfere with, delay or attempt to discourage, frustrate the purposes of, result in a breach by Company of, prevent or nullify any provision of the Business Combination Agreement or any other Transaction Document, the Second Merger, the Third Merger, any other Transaction or change in any manner the voting rights of any class of the Company's share capital.

(b) Each Company Shareholder represents and warrants that any proxies or powers of attorneys heretofore given in respect of the Subject Shares held by such Company Shareholder that may still be in effect are not irrevocable, and such proxies or powers of attorney have been or are hereby revoked.

(c) Each Company Shareholder hereby irrevocably grants to, and appoints, the Company as such Company Shareholder's irrevocable proxy and attorney-in-fact (with full power of substitution and delegation), for and in the name, place and stead of such Company Shareholder, to vote in respect of all of its Subject Shares at all annual general meetings and/or extraordinary meetings of the Company, to requisition and convene a meeting or meetings of the members of the Company, to sign a members written resolution of the Company in respect of all of its Subject Shares, or grant a written consent or approval in respect of its Subject Shares in a manner consistent with this Section 1.5(c). Each Company Shareholder hereby affirms that the irrevocable proxy and attorney-in-fact set forth in this Section 1.5(c) is given in connection with the execution of the Business Combination Agreement, and that such irrevocable proxy and attorney-in-fact is given to secure the performance of the duties of such Company Shareholder under this Deed. Each Company Shareholder hereby further affirms that the irrevocable proxy and attorney-in-fact is granted to secure a proprietary interest and the performance of obligations owed to the Company under this Deed within the meaning of the Powers of Attorney Act (as amended) of the Cayman Islands and each Company Shareholder hereby acknowledges the same. Each Company Shareholder hereby further affirms that the irrevocable proxy and attorney-in-fact may under no circumstances be revoked, and ratifies and confirms all that such irrevocable proxy and attorney-in-fact may lawfully do or cause to be done by virtue hereof. SUCH IRREVOCABLE PROXY AND ATTORNEY-IN-FACT IS EXECUTED AND INTENDED TO BE IRREVOCABLE IN ACCORDANCE WITH THE PROVISIONS OF THE POWERS OF ATTORNEY ACT (AS AMENDED) OF THE CAYMAN ISLANDS. The irrevocable proxy and attorney-in-fact granted hereunder shall only terminate upon the termination of this Deed.

(d) Each Company Shareholder hereby agrees that it will not take any steps which would in any material respect, impede, interfere with, delay or attempt to discourage, frustrate the purposes of, result in a breach by the Company of, prevent or nullify any provision of the Business Combination Agreement or any other Transaction Document, the Second Merger, the Third Merger, or any other Transaction, and, without limiting the foregoing, agrees that it will not file any proceedings (including any winding up petition) against the Company or its directors relating to, resulting from, or in reliance upon, the Business Combination Agreement.

1.7 Consent and Waiver of Certain Rights. In favor of the consummation of the Transactions contemplated in the Business Combination Agreement and to satisfy Section 3.03 of the Business Combination Agreement, each Company Shareholder hereby, to the extent applicable, irrevocably and unconditionally (a) consent to the entry by the Company into the Business Combination Agreement, the Plan of Second Merger, the Plan of Third Merger and the transactions contemplated thereunder; and (b) waives any and all rights which such Company Shareholder has or may have in respect of the transactions contemplated in the Business Combination Agreement, the Plan of Second Merger and the Plan of Third Merger, including without limitations, any preemptive rights, redemption rights, rights of participation, right of first refusal, right of co-sale, tag-along rights, drag-along rights, most-favored-nation right, anti-dilution or other similar rights under the Company Articles and the Company Shareholders' Agreement and any rights to receive notice thereof, including but not limited to (i) rights under Articles 3(d), 4(d) and 5(d) (*Conversion Price Adjustment*) of the Company Articles, (ii) rights under Articles 3(e), 4(e) and 5(e) (*Distribution of Capital upon Liquidation*) of the Company Articles, (iii) rights under Articles 35 through 36 (*Restrictions on Transfers of Shares*), Articles 37 through 43 (*Rights of First Refusal*), Articles 44 through 45 (*Drag-Along Rights*), Articles 46 through 48 (*Tag-Along Rights*), Article 89 (*General Protective Provisions*), Article 90 (*Special Protective Provisions for Holders of Preferred Shares*), Article 123 (*Special Protective Provisions for Important Matters*) of the Company Articles and Section 5 (*Protective Provisions*), Section 6 (*Restrictions of Transfer*) and Section 8.8 (*Most Favorable Terms*) of the Company Shareholders' Agreement, and (iv) rights under Article 124 (*Special Redemption Rights*) of the Company Articles and 14.2 (*Special Redemption*) of the Company Shareholders' Agreement. Each Company Shareholder hereby agrees that it will not revoke, withdraw, modify or amend the foregoing written consent approving the Company Transaction Proposals in lieu of a meeting of the shareholders of Company called to seek the Company Shareholders Approval.

1.8 Consent to Disclosure. Each Company Shareholder hereby consents to the publication and disclosure in the Joint Proxy Statement/Prospectus (and, as and to the extent otherwise required by applicable securities Laws or the SEC or any other securities authorities, any other documents or communications provided by SPAC, the Company or PubCo to any Governmental Authority or to security holders of SPAC) of such Company Shareholder's identity and beneficial ownership of Subject Shares and the nature of such Company Shareholder's commitments, arrangements and understandings under and relating to this Deed and, if deemed appropriate by SPAC, the Company or PubCo, a copy of this Deed. Each Company Shareholder will promptly provide any information reasonably requested by SPAC, the Company or PubCo for any regulatory application or filing made or approval sought in connection with the transactions contemplated by the Business Combination Agreement (including filings with the SEC).

1.9 Investor Rights Agreement. On the Closing Date, each of the Company Shareholders set forth on Part A of Schedule I hereto shall deliver to SPAC, the Company and PubCo a duly executed copy of the Investor Rights Agreement substantially in the form attached as Exhibit A to the Business Combination Agreement.

1.10 Termination of Company Shareholders' Agreement. The Company Shareholders and the Company hereby agree that, in accordance with the terms thereof, each of the Company Shareholders' Agreement or any subscription agreement in respect of any Subject Shares that may exist as of the Second Merger Effective Time between the Company or any of its Subsidiaries, on the one hand, and such Company Shareholder or any of such Company Shareholder's Affiliates, on the other hand, is hereby terminated effective upon the consummation of the Closing, and thereupon shall be of no further force or effect, without any further action on the part of any of the Company Shareholders or the Company, and neither the Company, the Company Shareholders, nor any of their respective Affiliates or Subsidiaries shall have any further rights, duties, liabilities or obligations thereunder, provided, however, that such termination shall not relieve any Company Shareholders hereto from liability arising in respect of any breach prior to such termination and consummation of the Closing.

1.11 Confidentiality. Each Company Shareholder shall be bound by and comply with Section 12.13 (*Confidentiality*) of the Business Combination Agreement (and any relevant definitions contained in any such sections) as if such Company Shareholder was an original signatory to the Business Combination Agreement with respect to such provision.

1.12 Further Assurances. Each Company Shareholder shall execute and deliver, or cause to be executed and delivered, such additional documents, and take, or cause to be taken, all such further actions and do, or cause to be done, all things reasonably necessary (including under applicable Laws), or reasonably requested by SPAC, the Company or PubCo, to effect the actions and consummate the Mergers and the other transactions contemplated by this Deed and the Business Combination Agreement, in each case, on the terms and subject to the conditions set forth therein and herein, as applicable.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY SHAREHOLDERS

Each Company Shareholder represents and warrants (solely with respect to itself, himself or herself and not with respect to any other Company Shareholder), severally and not jointly, to SPAC, the Company and PubCo as of the date hereof as follows:

2.1 Organization; Due Authorization. If such Company Shareholder 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 Deed and the consummation of the transactions contemplated hereby are within such Company Shareholder's corporate, limited liability company or organizational powers and have been duly authorized by all necessary corporate, limited liability company or organizational actions on the part of such Company Shareholder. If such Company Shareholder is an individual, such Company Shareholder has full legal capacity, right and authority to execute and deliver this Deed and to perform his or her obligations hereunder. This Deed has been duly executed and delivered by such Company Shareholder and, assuming due authorization, execution and delivery by the other parties to this Deed, this Deed constitutes a legally valid and binding obligation of such Company Shareholder, enforceable against such Company Shareholder 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). If this Deed is being executed in a representative or fiduciary capacity, the Person signing this Deed has full power and authority to enter into this Deed on behalf of the applicable Company Shareholder.

2.2 Ownership. Such Company Shareholder is the registered holder of legal title, and record and beneficial owner (as defined in the Securities Act) of, and has good title to, all of such Company Shareholder's Subject Shares set forth on Schedule I hereto, and there exist no Liens or any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such Subject Shares (other than transfer restrictions under the Securities Act)) affecting any such Subject Shares, other than Liens pursuant to (i) this Deed, (ii) the Company Articles and the Company Shareholders' Agreement, (iii) the Business Combination Agreement or (iv) any applicable securities Laws. Such Company Shareholder's Subject Shares are the only equity securities in the Company owned of record or beneficially by such Company Shareholder on the date of this Deed, and none of such Company Shareholder's Subject Shares are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Subject Shares. Other than as set forth opposite such Company Shareholder's name on Schedule I hereto, such Company Shareholder does not hold or own any rights to acquire (directly or indirectly) any equity securities of the Company or any equity securities convertible into, or which can be exchanged for, equity securities of the Company.

2.3 No Conflicts. The execution and delivery of this Deed by such Company Shareholder does not, and the performance by such Company Shareholder of his, her or its obligations hereunder will not, (i) if such Company Shareholder is not an individual, conflict with or result in a violation of or a default under the organizational documents of such Company Shareholder or (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, the creation, modification or acceleration of any obligations under or the creation of a Lien on any of the properties, rights or assets of such Company Shareholder pursuant to any Contract binding upon such Company Shareholder or, assuming (solely with respect to performance of this Deed and the transactions contemplated hereby), compliance with the matters referred to in Section 2.3, under any Law to which such Company Shareholder is subject or (iii) require any consent or approval that has not been given or other action that has not been taken by any Person (including under any Contract binding upon such Company Shareholder or such Company Shareholder's Subject Shares), in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Company Shareholder of its, his or her obligations under this Deed.

2.4 No Filings. Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act, if any, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by any of the Company Shareholders from, or to be given by any Company Shareholder to, or be made by any Company Shareholder with, any Governmental Entity in connection with the execution, delivery and performance by such Company Shareholder of this Deed, the consummation of the transactions contemplated hereby or the Mergers and the other transactions contemplated by the Business Combination Agreement.

2.5 Litigation. There are no Actions pending against such Company Shareholder, or to the knowledge of such Company Shareholder threatened against such Company Shareholder, before (or, in the case of threatened Actions, that would be before) any arbitrator or any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Company Shareholder of its, his or her obligations under this Deed.

2.6 Adequate Information. Such Company Shareholder is a sophisticated shareholder and has adequate information concerning the business and financial condition of SPAC, PubCo and the Company to make an informed decision regarding this Deed and the transactions contemplated by the Business Combination Agreement and has independently and without reliance upon SPAC, PubCo or the Company and based on such information as such Company Shareholder has deemed appropriate, made its own analysis and decision to enter into this Deed. Such Company Shareholder acknowledges that SPAC, the Company and PubCo have not made and do not make any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Deed. Such Company Shareholder acknowledges that the agreements contained herein with respect to the Subject Shares held by such Company Shareholder are irrevocable.

2.7 No Inconsistent Agreements. Except for this Deed, such Company Shareholder (a) has not granted any proxies or entered into any voting arrangement, whether by proxy, voting agreement, voting trust, voting deed or otherwise (including pursuant to any loan of Subject Shares), or entered into any other agreement, with respect to any Subject Shares, and (b) has not taken any action that would make any representation or warranty of such Company Shareholder herein untrue or incorrect in any material respect, or have the effect of preventing or disabling such Company Shareholder from performing its material obligations hereunder.

2.8 Acknowledgment. Such Company Shareholder understands and acknowledges that each of SPAC, the Company and PubCo is entering into the Business Combination Agreement in reliance upon such Company Shareholder's execution and delivery of this Deed.

ARTICLE III

MISCELLANEOUS

3.1 Mutual Release.

(a) Shareholder Release. Each Company Shareholder, on its own behalf and on behalf of each of its Affiliates (other than the Company or any of its Subsidiaries) and each of its and their successors, assigns and executors (each, a "***Shareholder Releasor***"), effective as at the Closing, shall be deemed to have, and hereby does, irrevocably, unconditionally, knowingly and voluntarily release, waive, relinquish and forever discharge PubCo, the Company, SPAC and their respective Subsidiaries and its and their respective successors, assigns, heirs, executors, officers, directors, partners, managers and employees (in each case in their capacity as such) (each, a "***Shareholder Releasee***"), from (i) any and all obligations or duties PubCo, the Company, SPAC or any of their respective Subsidiaries has prior to or as of the Second Merger Effective Time to such Shareholder Releasor or (ii) all claims, demands, Liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, which any Shareholder Releasor has prior to or as of the Second Merger Effective Time, against any Shareholder Releasee arising out of, based upon or resulting from the Company Shareholders' Agreement, whether known or unknown, and which occurred, existed, was taken, permitted or begun prior to the Second Merger Effective Time (except in the event of fraud on the part of a Shareholder Releasee); provided, however, that nothing contained in this Section 3.1(a) shall release, waive, relinquish, discharge or otherwise affect the rights or obligations of any party for (i) any claims relating to the agreements, rights and obligations preserved by, created by or otherwise arising out of this Deed or any other Transaction Documents, (ii) any claim of a party against one or more of the other parties for breach of any terms of this Deed or any other Transaction Documents, (iii) any claims relating to any compensation payable by the Company to the relevant party arising from any service of director or employment relationship and/or any cessation thereof (if applicable), or (iv) any claim for fraud.

(b) PubCo/Company/SPAC Release. Each of PubCo, the Company, SPAC and their respective Subsidiaries and each of its and their successors, assigns and executors (each, a "***Company Releasor***"), effective as at the Closing, shall be deemed to have, and hereby does, irrevocably, unconditionally, knowingly and voluntarily release, waive, relinquish and forever discharge the Company Shareholders and their respective successors, assigns, heirs, executors, officers, directors, partners, managers and employees (in each case in their capacity as such) (each, a "***Company Releasee***"), from (i) any and all obligations or duties such Company Releasee has prior to or as of the Second Merger Effective Time to such Company Releasor, (ii) all claims, demands, Liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, which any Company Releasor has, may have or might have or may assert now or in the future, against any Company Releasee arising out of, based upon or resulting from the Company Shareholders' Agreement, whether known or unknown, and which occurred, existed, was taken, permitted or begun prior to the Second Merger Effective Time (except in the event of fraud on the part of a Company Releasee); provided, however, that nothing contained in this Section 3.1(b) shall release, waive, relinquish, discharge or otherwise affect the rights or obligations of any party for (i) any claims relating to the agreements, rights and obligations preserved by, created by or otherwise arising out of this Deed or any other Transaction Documents, (ii) any claim of a party against one or more of the other parties for breach of any terms of this Deed or any other Transaction Documents, or (iii) any claim for fraud.

3.2 Termination. This Deed shall terminate and be of no further force or effect upon the earliest to occur of: (a) with respect to each Company Shareholder, the mutual written consent of SPAC, the Company, PubCo and such Company Shareholder, (b) the Closing, and (c) the termination of the Business Combination Agreement in accordance with its terms. Upon such termination of this Deed, all obligations of the relevant parties under this Deed will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party hereto shall have any claim against another (and no Person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; provided, however, that the termination of this Deed shall not relieve any party hereto from liability arising in respect of any breach of this Deed prior to such termination. Section 1.3 and this ARTICLE III shall survive the termination of this Deed.

3.3 Governing Law and Venue; Service of Process; Waiver of Jury Trial.

(a) This Deed and the consummation the Transactions, and any action, suit, dispute, controversy or claim arising out of this Deed and the consummation of the Transactions, or the validity, interpretation, breach or termination of this Deed and the consummation of the Transactions, shall be governed by and construed in accordance with the internal law of the State of Delaware regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof, except to the extent that the laws of the Cayman Islands are mandatorily applicable.

(b) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO AND ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY MAY DO SO ONLY IF HE, SHE OR IT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS DEED AND FOR ANY COUNTERCLAIM RELATING THERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY HERETO NOR ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS DEED. FURTHERMORE, NO PARTY HERETO NOR ANY PERSON ASSERTING RIGHTS AS A THIRD-PARTY BENEFICIARY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

3.4 Assignment. This Deed and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Deed nor any of the rights, interests or obligations hereunder will be assigned (including by operation of law) without the prior written consent of the parties hereto. Any attempted assignment in violation of the terms of this Section 3.4 shall be null and void, ab initio.

3.5 Specific Performance. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform the provisions of this Deed in accordance with its specified terms or otherwise breach or threaten to breach such provisions. The parties acknowledge and agree that the parties hereto shall be entitled, in addition to any other remedy to which they are entitled at law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches or threatened breaches of this Deed and to enforce specifically the terms and provisions hereof. Without limiting the foregoing, each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that (i) there is adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or in equity. Any party seeking an order or injunction to prevent breaches or threatened breaches and to enforce specifically the terms and provisions of this Deed shall not be required to provide any bond or other security in connection with any such order or injunction.

3.6 Joinder. A party to the Company Shareholders' Agreement may join this Deed by executing and delivering to PubCo a properly executed deed to be bound by the terms of this Deed in a form satisfactory to PubCo, the Company and SPAC (a "***Deed of Adherence***"). The execution of a Deed of Adherence shall constitute a permitted amendment of this Deed.

3.7 Amendment. This Deed may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

3.8 Severability. If any provision of this Deed is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Deed will remain in full force and effect. Any provision of this Deed held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.9 Notices. All general notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by courier or sent by registered post or sent by electronic mail to the intended recipient thereof at its address or at its email address set out below (or to such other address or email address as a party may from time to time notify the other parties). Any such notice, demand or communication shall be deemed to have been duly served (a) if given personally or sent by courier, upon delivery during normal business hours at the location of delivery or, if later, then on the next Business Day after the day of delivery; (b) if sent by electronic mail during normal business hours at the location of delivery, immediately, or, if later, then on the next Business Day after the day of delivery; (c) the third Business Day following the day sent by reputable international overnight courier (with written confirmation of receipt), and (d) if sent by registered post, five days after posting. The initial addresses and email addresses of the parties for the purpose of this Deed are:

If to the Company or PubCo:

APRIONIA Therapeutics Inc.
245 Main Street, 3rd Floor,
Cambridge, MA 02142
Attention: JANG Ming-Kuei
Email: [***]

with a required copy (which shall not constitute notice) to:

Cooley HK
35th Floor, Two Exchange Square
8 Connaught Place, Central
Hong Kong
Attention: Will H. Cai
Email: wcai@cooley.com

If to SPAC or PubCo:

Ross Acquisition Corp II
1 Pelican Lane
Palm Beach, Florida 33480
Attention: Wilbur L. Ross and Nadim Qureshi
Email: [***] and [***]

with a required copy (which shall not constitute notice) to:

White & Case LLP
111 South Wacker Drive, Suite 5100
Chicago, Illinois 60606
Attention: Gary Silverman
E-mail: Gary.Silverman@whitecase.com

If to a Company Shareholder:

To such Company Shareholder's address set forth in Schedule I hereto

with a required copy (which shall not constitute notice) to:

Cooley HK
35th Floor, Two Exchange Square
8 Connaught Place, Central
Hong Kong
Attention: Will H. Cai
Email: wcai@cooley.com

3.10 No Third-Party Beneficiaries. This Deed is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Deed may only be enforced against, and any Laws that may be based upon, arise out of or relate to this Deed, or the negotiation, execution or performance of this Deed may only be made against, the Persons expressly named as parties hereto.

3.11 Waiver. No failure or delay by any party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party.

3.12 Counterparts. This Deed may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

3.13 Entire Agreement. This Deed and the agreements referenced herein constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto to the extent they relate in any way to the subject matter hereof.

[**Remainder of Page Intentionally Left Blank**]

IN WITNESS WHEREOF, each of the undersigned has executed this Shareholder Support Deed as a deed and delivered it as of the date first written above.

EXECUTED AND DELIVERED	)
AS A DEED in the name of	)
[Name of Shareholder]	)
by its duly authorized representative	)
in the presence of:	) Name:
	) Title:

Signature of Witness

IN WITNESS WHEREOF, each of the undersigned has executed this Shareholder Support Deed as a deed and delivered it as of the date first written above.

EXECUTED AND DELIVERED	)
AS A DEED in the name of	)
APRINOIA Therapeutics Inc.	)
by its duly authorized representative	)
in the presence of:	) Name: Jang, Ming-Kuei
	) Title: Director

Signature of Witness

IN WITNESS WHEREOF, each of the undersigned has executed this Shareholder Support Deed as a deed and delivered it as of the date first written above.

EXECUTED AND DELIVERED	)
AS A DEED in the name of	)
Ross Acquisition Corp II	)
by its duly authorized representative	)
in the presence of:	) Name: Wilbur L. Ross, Jr.
	) Title: President and Chief Executive Officer

Signature of Witness

IN WITNESS WHEREOF, each of the undersigned has executed this Shareholder Support Deed as a deed and delivered it as of the date first written above.

EXECUTED AND DELIVERED	)
AS A DEED in the name of	)
APRINOIA Therapeutics Holdings Limited	)
by its duly authorized representative	)
in the presence of:	) Name: Jang, Ming-Kuei
	) Title: Director

Signature of Witness

Schedule I

Company Shareholders

[***]

Schedule I

Exhibit 10.4

FORM OF INVESTOR RIGHTS AGREEMENT

This Investor Rights Agreement (as may be amended, supplemented, modified or varied in accordance with the terms herein, this "***Agreement***") is entered into as of [ ], by and among (i) **APRINOIA Therapeutics Holdings Limited**, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("***PubCo***"), (ii) **Ross Holding Company LLC**, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("***Sponsor***"), (iii) the other parties listed on Schedule II hereto as "Sponsor Holders" (such members, together with the Sponsor, the "***Sponsor Holders***"), (iv) **Ross Acquisition Corp II**, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("***SPAC***"), and (v) the parties listed on Schedule I hereto (each a "***Company Holder***", and collectively the "***Company Holders***"). Each of the Company Holders and the Sponsor Holders, and each Person who becomes a party to this Agreement pursuant to Section 6.2, is referred to herein individually as a "***Holder***" and collectively as the "***Holders***". Each of PubCo, SPAC and the Holders is referred to herein individually as a "***Party***" and collectively as the "***Parties***".

Whereas, PubCo, SPAC, **APRINOIA Therapeutics Inc.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "***Company***") and certain other parties have entered into that certain Business Combination Agreement, dated January [●], 2023 (as may be amended, supplemented, modified or varied from time to time, the "***Business Combination Agreement***");

Whereas, SPAC, the Sponsor and certain other Sponsor Holders have entered into that certain Registration Rights Agreement, dated March 16, 2021 (the "***Prior SPAC Agreement***");

Whereas, the Company, the Company Holders and certain other parties have entered into that certain Shareholders' Agreement, dated September 24, 2021, as amended by the Addendum to Shareholders' Agreement and C-1 and C-2 Share Purchase Agreements dated November 16, 2021 (as may be amended, supplemented, modified or varied from time to time, the "***Prior Company Agreement***");

Whereas, SPAC, the Sponsor and the other Sponsor Holders party thereto desire to, upon the Business Combination Closing (defined below), terminate the Prior SPAC Agreement in its entirety and to accept the rights created pursuant to this Agreement in lieu of the rights granted to them under the Prior SPAC Agreement;

Whereas, the Company, the Company Holders and certain other parties have entered into that certain Shareholder Support Agreement, dated January 17, 2023, pursuant to which the Company and the Company Holders agree to terminate the Prior Company Agreement in its entirety upon the Business Combination Closing and the Company and the Company Holders desire to, upon the Business Combination Closing, accept the rights created pursuant to this Agreement in lieu of the rights granted to them under the Prior Company Agreement;

Whereas, SPAC consummated the private placement of 5,933,333 warrants (each, a "***Private Placement Warrant***" and collectively, the "***Private Placement Warrants***") at a price of US$1.50 per Private Placement Warrant to the Sponsor upon the closing of the initial public offering of SPAC;

[**Whereas**, in order to finance SPAC's transaction costs in connection with an intended initial merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination, involving SPAC and one or more businesses, the Sponsor or an affiliate of the Sponsor or certain of SPAC's officers and directors were permitted, but not obligated to, loan SPAC funds as SPAC required, of which up to $1,500,000 of such loans were convertible into up to an additional 1,000,000 Private Placement Warrants at a price of $1.50 per Private Placement Warrant and the Sponsor made $[●] of such loans and has elected to convert $[●] of such loans into [●] additional Private Placement Warrants; and]

Whereas, the Company consummated the private placement of $[●] of convertible notes (the "***Convertible Notes***") to certain Company Holders and the Sponsor upon the signing of the Business Combination Agreement.

Now, **Therefore**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

The following capitalized terms used herein have the following meanings. Capitalized terms used but not otherwise defined in this Agreement have the meaning ascribed to such terms in the Business Combination Agreement.

"***Adverse Disclosure***" means any public disclosure of material non-public information, which disclosure, in the good faith determination of the Board, after consultation with counsel to PubCo, (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 untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any Prospectus and any preliminary Prospectus, in the light of the circumstances under which they were made) not misleading, (b) would not be required to be made at such time if the Registration Statement were not being filed, and (c) PubCo has a *bona fide* business purpose for not making such information public.

"***Affiliate***" of any particular person means any other person controlling, controlled by or under common control with such person, where "*control*" means the possession, directly or indirectly, of the power to direct the management and policies of a person whether through the ownership of voting securities, its capacity as a sole or managing member or otherwise; *provided*, that no Holder shall be deemed an Affiliate of PubCo or any of its subsidiaries for purposes of this Agreement, and neither PubCo nor any of its Subsidiaries shall be deemed an Affiliate of any Holder for purposes of this Agreement.

"***Agreement***" is defined in the Preamble to this Agreement.

"***Block Trade***" is defined in Section 2.4.1.

"***Board***" means the board of directors of PubCo.

"***Business Combination Agreement***" is defined in the Recitals to this Agreement.

"***Business Combination Closing***" has the meaning ascribed to "*Closing*" under the Business Combination Agreement.

"***Business Day***" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City or the Cayman Islands are authorized or required by Law to close.

"***Commission***" means the Securities and Exchange Commission, or any other Federal agency then administering the Securities Act or the Exchange Act.

"***Company***" is defined in the Recitals to this Agreement.

"***Company Holder Lock-Up Period***" is defined in Section 5.2.2.

"***Company Holders***" is defined in the Preambles to this Agreement.

"***Convertible Notes***" is defined in the Preambles to this Agreement.

"***Deed of Adherence***" is defined in Section 6.2.

"***Demand Registration***" is defined in Section 2.2.1.

"***Demanding Holder***" is defined in Section 2.2.1.

"***Exchange Act***" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"***Form F-1***" means a Registration Statement on Form F-1 or any comparable successor form or forms thereto.

"***Form F-3***" means a Registration Statement on Form F-3 or any comparable successor form or forms thereto.

"***Holder***" is defined in the Preamble to this Agreement.

"***Holder Indemnified Party***" is defined in Section 4.1.

"***Indemnified Party***" is defined in Section 4.3.

"***Indemnifying Party***" is defined in Section 4.3.

"***Investor"*** is defined in the Preamble to this Agreement.

"***Liquidation Event Date***" means the date on which PubCo completes a merger, liquidation, stock exchange, reorganization or other similar transaction that results in all of the public shareholders of PubCo having the right to exchange their Ordinary Shares for cash securities or other property.

"***Maximum Number of Securities***" is defined in Section 2.1.6(b).

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"***New Registration Statement***" is defined in Section 2.1.4.

"***Ordinary Shares***" means the ordinary shares of PubCo, par value US$0.00001 per share.

"***Party***" is defined in the Preamble to this Agreement.

"***Permitted Transferee***" means any person to whom Registrable Securities have been Transferred and is or has become party to this Agreement pursuant to one of the following types of transfers (irrespective of whether a restriction on Transfer then applies): (i) if the Holder is an entity, Transfers to (A) such entity's officers or directors or any Affiliate or immediate family (as defined below) of any of such entity's officers or directors, (B) any shareholder, partner or member of such entity or their Affiliates, (C) any affiliate of such entity, or (D) any employees of such entity or of its Affiliates; (ii) if the Holder is an individual, Transfers of Registrable Securities by gift to members of the individual's immediate family or 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 the undersigned or any other person with whom the undersigned has a relationship by blood, marriage or adoption not more remote than first cousin (such family members "**immediate family**"); (iii) if the Holder is an individual, Transfers by will or intestate succession or by virtue of laws of descent and distribution upon the death of the individual; (iv) if the Holder is an individual, Transfers by operation of law or pursuant to a qualified domestic order, court order or in connection with a divorce settlement, divorce decree or separation agreement; (v)if the Holder is a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, (A) Transfers to another corporation, partnership, limited liability company, trust or other business entity that controls, is controlled by or is under common control or management with the Holder, or (B) distributions of Registrable Securities to partners, limited liability company members or shareholders of the Holder, including, for the avoidance of doubt, where the Holder is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership; (v) if the Holder is a trust or a trustee of a trust, Transfers to a trustor or beneficiary of the trust, to the designated nominee of a beneficiary of such trust or to the estate of a beneficiary of such trust; (vii) if the Holder is an entity, Transfers by virtue of the laws of the jurisdiction of the entity's organization and the entity's organizational documents upon dissolution of the entity; (viii) Transfers to a nominee or custodian of a person to whom a Transfer would be permitted under the foregoing clauses (i) through (vii); (ix) pledges of any Registrable Securities to a financial institution that create a mere security interest in such Registrable Securities pursuant to a bona fide loan or indebtedness transaction so long as the relevant Holder continues to control the exercise of the voting rights of such pledged Ordinary Shares as well as any foreclosures on such pledged Registrable Securities; (x) the exercise of stock options, including through a "net" or "cashless" exercise, or receipt of shares upon vesting of restricted stock units granted pursuant to an equity incentive plan; (xi) Transfers to PubCo to satisfy tax withholding obligations pursuant to the PubCo's equity incentive plans or arrangements; (xii) the entry, by the Holder, at any time after the Business Combination Closing, of any trading plan providing for sale of shares of Registrable Securities by the Holder, which trading plan meets the requirements of Rule 10b5-1(c) under the Exchange Act, provided however that such plan does not provide for, or permit, the sale of any Registrable Securities during the Lock-up Period and no public announcement or filing is voluntarily made or required regarding such plan during the Lock-up Period; (xiii) Transfers in connection with any legal, regulatory or other order; or (xiv) Transfers to the officers or directors of PubCo or the Sponsor or their respective Affiliates.

"***Piggy-Back Holders***" is defined in Section 2.1.6(b).

"***Piggy-Back Registration***" is defined in Section 2.3.1.

"***Prior Company Agreement***" is defined in the Recitals to this Agreement.

"***Prior SPAC Agreement***" is defined in the Recitals to this Agreement.

"***Private Placement Warrant***" is defined in the Recitals to this Agreement.

"***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.

"***PubCo***" is defined in the Preamble to this Agreement.

"***PubCo Articles***" means the Amended and Restated Memorandum and Articles of Association of PubCo, as in effect on the Closing Date, as may be amended from time to time.

"***PubCo Warrants***" means the warrants of PubCo to be issued in exchange for the Private Placement Warrants of SPAC upon the Initial Merger Effective Time.

"***Register,***" "***Registered***" and "***Registration***" 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.

"***Registrable Securities***" means (a) the Ordinary Shares issued or issuable upon the conversion of any SPAC Class A Ordinary Shares issued upon the conversion of SPAC Class B Ordinary Shares, (b) the PubCo Warrants (including any Ordinary Shares issued or issuable upon the exercise of any such PubCo Warrants), (c) any issued and outstanding Ordinary Shares or any other equity security (including the Ordinary Shares issued or issuable upon the exercise of any other equity security) of PubCo held by a Holder as of the Business Combination Closing (including the Ordinary Shares issued pursuant to the transactions contemplated by the Business Combination Agreement), (d) any outstanding Ordinary Shares or warrants to purchase Ordinary Shares (including any Ordinary Shares issued or issuable upon the exercise of any such warrant) of PubCo held by a Holder following the date hereof to the extent that such securities are "restricted securities" (as defined in Rule 144) or are otherwise held by an "affiliate" (as defined in Rule 144) of PubCo, (e) the Ordinary Shares issuable upon the conversion of the Convertible Notes and (f) any other equity security of PubCo or any of its subsidiaries, or any successor, issued or issuable with respect to any securities referenced in clause (a), (b), (c), (d) or (e) above by way of a share dividend or share subdivision or other distribution or in connection with a combination of shares, contractual control arrangement, recapitalization, merger, consolidation, spin-off or reorganization; *provided*, *however*, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (A) 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 by the applicable Holder to a Person that is not an "affiliate" (as defined in Rule 144) of PubCo and new certificates for such securities not bearing (or book-entry positions not subject to) a legend restricting further transfer shall have been delivered by PubCo and subsequent public distribution of such securities shall not require registration under the Securities Act; (B) such securities shall have been otherwise transferred, and new certificates for such securities not bearing a legend (other than legend imposed as a result of the restrictions contemplated by the PubCo Articles or the Lock-Up Agreement (the "***Lock-Up Agreement***") by and among PubCo, SPAC, the Sponsor and the persons set forth in the schedules thereto) restricting further transfer and not otherwise "restricted securities" (as defined in Rule 144) shall have been delivered by PubCo to the transferee and subsequent public distribution of such securities shall not require registration under the Securities Act;(C) such securities shall have ceased to be issued and outstanding; (D) such securities have been sold without registration pursuant to Section 4(a)(1) of the Securities Act or Rule 144; or (E) such securities shall have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" means a registration, including any related Underwritten Takedown, effected by preparing and filing a Registration Statement, Prospectus 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***" is defined in Section 3.3.

"***Registration Statement***" means any registration statement that covers Registrable Securities pursuant to the provisions of this Agreement, including any Resale Shelf Registration Statement, and, in each case, 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.

"***Resale Shelf Registration Statement***" is defined in Section 2.1.1.

"***Requesting Holder***" is defined in Section 2.1.6(a).

"***Rule 144***" shall mean Rule 144 promulgated under the Securities Act, as amended from time to time, or any similar successor rule thereto that may be promulgated by the Commission.

"***SEC Guidance***" is defined in Section 2.1.4.

"***Securities Act***" means the United States Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"***Shelf Registration***" means a registration of securities pursuant to a Registration Statement filed with the SEC in accordance with and pursuant to Rule 415 promulgated under the Securities Act.

"***SPAC***" is defined in the Preamble to this Agreement.

"***Sponsor***" is defined in the Preambles to this Agreement.

"***Sponsor Holder***" is defined in the Recitals to this Agreement.

"***Sponsor Holder Lock-Up Period***" is defined in Section 5.2.1.

"***Transfer***" means to (i) lend, sell, offer to sell, contract or agree to sell, hypothecate, pledge or otherwise encumber, grant any option or warrant to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Commission promulgated thereunder, with respect to any Ordinary Shares, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Ordinary Shares, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction, including the filing of a registration statement specified in clause (i) or (ii).

"***Underwriter***" means 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 Demand Registration***" shall mean an underwritten public offering of Registrable Securities pursuant to a Demand Registration, as amended or supplemented.

"***Underwritten Registration***" or "***Underwritten Offering***" shall mean a Registration in which securities of PubCo are sold to an Underwriter in a firm commitment underwriting for distribution to the public, including for the avoidance of doubt an Underwritten Takedown.

"***Underwritten Takedown***" shall mean an underwritten public offering of Registrable Securities pursuant to the Resale Shelf Registration Statement, as amended or supplemented.

"***Yearly Limit***" is defined in Section 2.1.6(a).

2. Registration Rights.

2.1 Resale Shelf Registration Rights.

2.1.1 Registration Statement Covering Resale of Registrable Securities. Within thirty (30) days after the Closing Date, PubCo shall prepare and file or cause to be prepared and filed with the Commission, a Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 of the Securities Act or any successor thereto registering the resale from time to time by Holders of all of the Registrable Securities held by the Holders (the "***Resale Shelf Registration Statement***"). The Resale Shelf Registration Statement shall be on Form F-3 (or, if Form F-3 is not available to be used by PubCo at such time, on Form F-1 or another appropriate form permitting Registration of such Registrable Securities for resale). If the Resale Shelf Registration Statement is initially filed on Form F-1 and thereafter PubCo becomes eligible to use Form F-3 for secondary sales, PubCo shall, as promptly as reasonably practicable, cause such Resale Shelf Registration Statement to be amended, or shall file a new replacement Resale Shelf Registration Statement, such that the Resale Shelf Registration Statement is on Form F-3. PubCo shall use commercially reasonable efforts to cause the Resale Shelf Registration Statement to be declared effective as soon as possible after filing, but no later than the tenth (10^{th}) Business Day after the date PubCo is notified (orally or in writing, whichever is earlier) by the Commission that the Resale Shelf Registration Statement will not be "reviewed" or will not be subject to further review. Once effective, PubCo shall use commercially reasonable efforts to keep the Resale Shelf Registration Statement and Prospectus included therein continuously effective and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to ensure that such Registration Statement is available or, if not available, to ensure that another Registration Statement is available, under the Securities Act at all times until the date on which all Registrable Securities and other securities covered by such Registration Statement have ceased to be Registrable Securities The Registration Statement filed with the Commission pursuant to this Section 2.1.1 shall contain a prospectus in such form as to permit any Holder to sell such Registrable Securities pursuant to Rule 415 of 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, and shall provide that such Registrable Securities may be sold pursuant to any method or combination of methods legally available to, and requested by, the Holders.

2.1.2 Notification and Distribution of Materials. PubCo shall notify the Holders in writing of the effectiveness of the Resale Shelf Registration Statement as soon as practicable, and in any event within two (2) Business Days after the Resale Shelf Registration Statement is declared effective and shall furnish to them, without charge, such number of copies of the Resale Shelf Registration Statement (including any amendments, supplements and exhibits), the Prospectus contained therein (including each preliminary Prospectus and all related amendments and supplements) and any documents incorporated by reference in the Resale Shelf Registration Statement or such other documents as the Holders may reasonably request in order to facilitate the sale of the Registrable Securities in the manner described in the Resale Shelf Registration Statement.

2.1.3 Amendments and Supplements. Subject to the provisions of Section 2.1.1, PubCo shall promptly prepare and file with the Commission from time to time such amendments and supplements to the Resale Shelf Registration Statement and Prospectus used in connection therewith as may be necessary to keep the Resale Shelf Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all the Registrable Securities until all Registrable Securities covered by such Registration Statement have ceased to be Registrable Securities. If any Resale Shelf Registration Statement filed pursuant to Section 2.1.1 is filed on Form F-3 and thereafter PubCo becomes ineligible to use Form F-3 for secondary sales, PubCo shall promptly notify the Holders of such ineligibility and use its commercially reasonable efforts to file a shelf registration on an appropriate form as promptly as practicable to replace the shelf registration statement on Form F-3 and have such replacement Resale Shelf Registration Statement declared effective as promptly as practicable and to cause such replacement Resale Shelf Registration Statement to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Resale Shelf Registration Statement is available or, if not available, that another Resale Shelf 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; provided, however, that at any time PubCo once again becomes eligible to use Form F-3, PubCo shall cause such replacement Resale Shelf Registration Statement to be amended, or shall file a new replacement Resale Shelf Registration Statement, such that the Resale Shelf Registration Statement is once again on Form F-3.

2.1.4 SEC Cutback. Notwithstanding the registration obligations set forth in this Section 2.1, in the event the Commission informs PubCo that all of the Registrable Securities cannot, as a result of the application of Rule 415 of the Securities Act, be registered for resale as a secondary offering on a single registration statement, PubCo agrees to promptly (i) inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Resale Shelf Registration Statement as required by the Commission and/or (ii) withdraw the Resale Shelf Registration Statement and file a new registration statement (a "***New Registration Statement***"), in either case covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form F-3, or if Form F-3 is not then available to PubCo for such Registration Statement, on such other form available to register for resale the Registrable Securities as a secondary offering; *provided*, *however*, that prior to filing such amendment or New Registration Statement, PubCo shall be obligated to use its commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff (the "***SEC Guidance***"), including without limitation, the Manual of Publicly Available Telephone Interpretations D.29. Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that PubCo used diligent efforts to advocate with the Commission for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced on a pro rata basis based on the total number of Registrable Securities held by the Holders, subject to a determination by the Commission that certain Holders must be reduced first based on the number of Registrable Securities held by such Holders. In the event PubCo amends the Resale Shelf Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, PubCo will use its commercially reasonable efforts to file with the Commission, as promptly as allowed by the Commission or SEC Guidance provided to PubCo or to registrants of securities in general, one or more registration statements on Form F-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Resale Shelf Registration Statement, as amended, or the New Registration Statement.

2.1.5 Notice of Certain Events. PubCo shall promptly notify the Holders in writing of any request by the Commission for any amendment or supplement to, or additional information in connection with, the Resale Shelf Registration Statement required to be prepared and filed hereunder (or Prospectus relating thereto). PubCo shall promptly notify each Holder in writing of the filing of the Resale Shelf Registration Statement or any prospectus, amendment or supplement related thereto or any post-effective amendment to the Resale Shelf Registration Statement and the effectiveness of any post-effective amendment.

2.1.6 Requests for Underwritten Takedowns.

(a) At any time and from time to time when an effective Resale Shelf Registration Statement is on file with the Commission, (x) the Company Holders holding at least 50% of the then issued and outstanding number of Registrable Securities held by all Company Holders or (y) the Sponsor Holders (such Holder(s) shall be referred to herein as the "***Requesting Holder***", and collectively as, the "***Requesting Holders***") may request to sell all or any portion of their respective Registrable Securities in an Underwritten Offering or other coordinated offering that is registered pursuant to the Resale Shelf Registration Statement. All requests for Underwritten Takedowns shall be made by giving written notice to PubCo, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Takedown. Each of (i) the Sponsor Holders, collectively and (ii) the Company Holders, collectively, may demand Underwritten Takedowns pursuant to this Section 2.1.6 and Block Trades and Other Coordinated Offerings pursuant to Section 2.4.1 not more than two (2) times in any 12-month period (the "***Yearly Limit***"). Notwithstanding anything to the contrary in this Agreement, PubCo may effect any Underwritten Offering pursuant to any then-effective Registration Statement, including a Form F-3, that is then available for such offering.

(b) If the managing Underwriter or Underwriters in an Underwritten Takedown, in good faith, advises PubCo, the Requesting Holders and the Holders requesting piggy back rights pursuant to this Agreement with respect to such Underwritten Takedown (the "***Piggy-Back Holders***") (if any) in writing that the dollar amount or number of Registrable Securities that the Requesting Holders and the Piggy-Back Holders (if any) desire to sell, taken together with all other Ordinary Shares or other equity securities that PubCo desires to sell and all other Ordinary Shares or other equity securities, if any, that have been requested to be sold in such Underwritten Takedown pursuant to separate written contractual piggy-back registration rights held by any other shareholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the 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 PubCo shall include in such Underwritten Takedown, before including any Ordinary Shares or other equity securities proposed to be sold by PubCo or by other holders of Ordinary Shares or other equity securities, the Registrable Securities of the Requesting Holders and the Piggy-Back Holders (if any) (*pro rata*, as nearly as practicable, based on the respective number of Registrable Securities that each Requesting Holder and Piggy-Back Holder (if any) has requested be included in such Underwritten Takedown and the aggregate number of Registrable Securities that the Requesting Holders and Piggy-Back Holders (if any) have requested be included in such Underwritten Takedown) that can be sold without exceeding the Maximum Number of Securities. To facilitate the allocation of Registrable Securities in accordance with the above provisions, PubCo or the Underwriters may round the number of shares allocated to any Holder to the nearest 10 Registrable Securities.

(c) Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Takedown, a majority in interest of the Requesting Holders initiating an Underwritten Takedown shall have the right to withdraw from such Underwritten Takedown for any or no reason whatsoever upon written notification (a "***Withdrawal Notice***") to PubCo and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Takedown; provided that any other Requesting Holder(s) may elect to have PubCo continue an Underwritten Takedown. If withdrawn, a demand for an Underwritten Takedown shall constitute a demand for an Underwritten Takedown by the withdrawing Requesting Holder for purposes of this Section 2.1.6(c) and shall count toward the Yearly Limit, unless the Requesting Holder(s) making the withdrawal reimburses PubCo for all Registration Expenses with respect to such Underwritten Takedown (or, if there is more than one Requesting Holder, a pro rata portion of such Registration Expenses based on the respective number of Registrable Securities that each Requesting Holder has requested be included in such Underwritten Takedown); provided that, if any other Requesting Holder(s) elects to continue an Underwritten Takedown pursuant to the proviso in the immediately preceding sentence, such Underwritten Takedown shall instead count as an Underwritten Takedown demanded by such Requesting Holder(s) for purposes of this Section 2.1.6(c) and shall count toward the Yearly Limit. Following the receipt of any Withdrawal Notice, PubCo shall promptly forward such Withdrawal Notice to any other Requesting Holders that had elected to participate in such Underwritten Takedown. Notwithstanding anything to the contrary in this Agreement, PubCo shall be responsible for the Registration Expenses incurred in connection with an Underwritten Takedown, other than if a Requesting Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.1.6(c).

(d) **Selection of Underwriters.** The Requesting Holders shall have the right to select an Underwriter or Underwriters in connection with such Underwritten Takedown, which Underwriter or Underwriters shall be reasonably acceptable to PubCo and shall consist of one or more reputable nationally recognized investment banks. In connection with an Underwritten Takedown, PubCo shall enter into customary agreements (including an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of the Registrable Securities in such Underwritten Takedown, including, if necessary, the engagement of a "*qualified independent underwriter*" in connection with the qualification of the underwriting arrangements with the Financial Industry Regulatory Authority, Inc.

2.1.7 Market Stand-Off. In connection with any Underwritten Offering of equity securities of PubCo (other than a Block Trade or an Other Coordinated Offering) in which a Holder participates, such Holder agrees that it shall not Transfer any Ordinary Shares or other equity securities of PubCo (other than those included in such offering pursuant to this Agreement), without the prior written consent of PubCo, during the ninety (90)-day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree by written consent. Each Holder agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders); *provided*, that such agreement shall not be materially more restrictive than any similar agreement entered into by the directors and executive officers of PubCo participating in such Underwritten Offering; *provided*, *further*, that such agreement shall provide that any early release of any Holder from the provisions of the terms of such agreement shall be on a pro rata basis among all Holders.

2.2 Demand Registration.

2.2.1 Request for Registration. At any time and from time to time after the expiration of a lock-up to which such securities are subject pursuant to any Lock-up Agreement, (x) the Company Investors who hold at least 50% of the then issued and outstanding number of Registrable Securities held by the Company Investors or (ii) the Sponsor Holders, as the case may be, may make a written demand for Registration under the Securities Act of all or a portion of their Registrable Securities on Form F-3 (or, if Form F-3 is not available to be used by PubCo at such time, on Form F-1 or another appropriate form permitting Registration of such Registrable Securities for resale by such Holders). Each registration requested pursuant to this Section 2.2.1 is referred to herein as a "***Demand Registration***". Any demand for a Demand Registration shall specify the number of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. PubCo shall, within ten (10) days of its receipt of the Demand Registration, notify all other Holders of Registrable Securities of such demand, and each such 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 "***Demanding Holder***") shall so notify PubCo within twenty (20) days after the receipt by the Holder of the notice from PubCo. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in a registration pursuant to the Demand Registration, subject to Section 2.2.4 and the provisos set forth in Section 3.4. PubCo shall not be obligated to effect: (a) more than one (1) Demand Registrations during any six-month period; (b) any Demand Registration at any time there is an effective Resale Shelf Registration Statement on file with the Commission pursuant to Section 2.1; (c) more than two (2) Underwritten Demand Registrations within any twelve-month period, each of which also count as an Underwritten Takedown under Section 2.1.6, (d) more than two (2) Underwritten Demand Registrations in respect of all Registrable Securities held by the Sponsor Holders, each of which will also count as an Underwritten Takedown of the Sponsor Holders under Section 2.1.6; or (e) more than two (2) Underwritten Demand Registrations in respect of all Registrable Securities held by the Company Holders, each of which will also count as an Underwritten Takedown of the Company Holders under Section 2.1.6.

2.2.2 Effective Registration. A Registration will not count as a Demand Registration unless and until (i) the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective by the Commission and (ii) PubCo has complied with all of its obligations under this Agreement with respect thereto; *provided*, *however*, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration will 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 Demanding Holders thereafter elect to continue the offering; *provided*, *further*, that PubCo shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or is terminated.

2.2.3 Underwritten Offering. If the Demanding Holders so elect and such holders so advise PubCo as part of their written demand for a Demand Registration, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Offering. In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Demanding Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwriting by the Holders initiating the Demand Registration, and subject to the approval of PubCo.

2.2.4 Reduction of Offering. If the managing Underwriter or Underwriters for a Demand Registration that is to be an Underwritten Offering advises PubCo and the Demanding Holders in writing that the dollar amount or number of Registrable Securities which the Demanding Holders desire to sell, taken together with all other Ordinary Shares or other equity securities which PubCo desires to sell and the Ordinary Shares and other equity securities, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights held by other shareholders of PubCo who desire to sell, exceeds the Maximum Number of Securities, then PubCo shall include in such registration:

(a) first, the Registrable Securities as to which Demand Registration has been requested by the Demanding Holders (pro rata in accordance with the number of Registrable Securities that each such Demanding Holder has requested be included in such registration, regardless of the number of shares held by each such Demanding Holder) 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 PubCo desires to sell that 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 for the account of other persons that PubCo is obligated to register pursuant to written contractual arrangements with such persons, as to which Piggy-Back Registration has been requested by the holders thereof, (pro rata in accordance with the number of securities that each such holder has requested be included in such registration, regardless of the number of shares held by each such holder), that can be sold without exceeding the Maximum Number of Securities.

2.2.5 Withdrawal. If a majority-in-interest of the Demanding Holders disapprove of the terms of any underwriting or are not entitled to include all of their Registrable Securities in any offering, such majority-in-interest of the Demanding Holders may elect to withdraw from such offering by giving written notice to PubCo and the Underwriter or Underwriters of their request to withdraw prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Demand Registration. If the majority-in-interest of the Demanding Holders withdraws from a proposed offering relating to a Demand Registration, then either the Demanding Holders shall reimburse PubCo for the costs associated with the withdrawn registration (in which case such registration shall not count as a Demand Registration provided for in Section 2.2.1) or the withdrawn registration shall count as a Demand Registration provided for in Section 2.2.1. Notwithstanding anything to the contrary in this Agreement, (i) PubCo may effect any Underwritten Registration pursuant to any then effective Registration Statement, including a Form F-3, that is then available for such offering, and (ii) PubCo shall be responsible for the registration expenses incurred in connection with a Registration pursuant to a Demand Registration prior to its withdrawal under this Section 2.2.5.

2.3 Piggy-Back Registration.

2.3.1 Piggy-Back Rights. Subject to Section 2.4.3, if PubCo or any Holder proposes to conduct a registered offering of, or if PubCo proposes to file a Registration Statement under the Securities Act with respect to the Registration of, equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, by PubCo for its own account or for shareholders of PubCo for their account (or by PubCo and by shareholders of PubCo including, without limitation, an Underwritten Takedown pursuant to Section 2.1), other than a Registration Statement (i) filed in connection with any employee share option or other benefit plan, (ii) for an exchange offer or offering of securities solely to PubCo's existing shareholders, (iii) for an offering of debt that is convertible into equity securities of PubCo, (iv) filed on Form F-4 or S-4 (or any successor form thereto) related to any merger, acquisition or business combination, (v) for a dividend reinvestment plan or (vi) filed in connection with a Block Trade or Other Coordinated Offering by one or more Holders in accordance with Section 2.4, then PubCo shall (x) give written notice of such proposed filing to the holders of Registrable Securities as soon as practicable but in no event less than ten (10) days before the anticipated filing date of such Registration Statement, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the Holders in such notice the opportunity to register the sale of such number of Registrable Securities that are not subject to any transfer restrictions under any applicable lock-up, as such Holders may request in writing within five (5) days following receipt of such notice (such registration, a "***Piggy-Back Registration***"). Subject to Section 2.3.2, PubCo shall cause such Registrable Securities to be included in such Piggy-Back Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by the Holders pursuant to this Section 2.3.1 to be included in a Piggy-Back Registration on the same terms and conditions as any similar securities of PubCo and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All Holders proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.

2.3.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an Underwritten Offering advises PubCo and the Holders in writing that the dollar amount or number of Ordinary Shares or other equity securities which PubCo or the Holders desire to sell, taken together with (i) Ordinary Shares or other equity securities, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested under this Section 2.3.1 and (iii) the Ordinary Shares or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of other shareholders of PubCo, exceeds the Maximum Number of Securities, then PubCo shall include in any such registration:

(a) If the Registration or registered offering is undertaken for PubCo's account: (A) first, the Ordinary Shares or other equity securities that PubCo desires to sell that can be sold without exceeding the Maximum Number of Securities; and (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, if any, comprised of Registrable Securities, as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Securities, (pro rata in accordance with the number of Registrable Securities that each such Holder has requested be included in such registration, regardless of the number of Registrable securities held by each such Holder); 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 securities for the account of other persons that PubCo is obligated to register pursuant to written piggy-back registration rights with such persons and that can be sold without exceeding the Maximum Number of Securities;

(b) If the Registration or registered offering is a "*demand*" registration undertaken at the demand of persons other than the Holders, (A) first, the Ordinary Shares or other securities for the account of the demanding persons 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 securities, if any, comprised of Registrable Securities as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Securities (pro rata in accordance with the number of Registrable Securities that each such Holder has requested be included in such registration, regardless of the number of Registrable securities held by each such Holder); (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 securities that PubCo desires to sell that 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 securities for the account of other persons that PubCo is obligated to register pursuant to written contractual arrangements with such persons, that can be sold without exceeding the Maximum Number of Securities;

(c) If the Registration or registered offering is pursuant to a request by Holder(s) of Registrable Securities pursuant to Section 2.1.6, PubCo shall include in any such Registration or registered offering securities in the priority set forth in Section 2.1.6(b).

2.3.3 Withdrawal. Any Holder may elect to withdraw such Holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to PubCo of such request to withdraw prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggy-Back Registration or, in the case of a Piggy-Back Registration pursuant to a shelf Registration, the filing of the applicable "red herring" prospectus or prospectus supplement with respect to such Piggy-Back Registration used for marketing such transaction. PubCo (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. Notwithstanding any such withdrawal, PubCo shall pay all expenses incurred by the Holders in connection with such Piggy-Back Registration as provided in Section 3.3.

2.3.4 Unlimited Piggy-Back Rights. For purposes of clarity, any Registration effected pursuant to Section 2.3 shall not be counted as a Registration pursuant to an Underwritten Takedown effected under Section 2.1.6, and there shall be no limit on the number of Piggy-Back Registrations.

2.4 Block Trades; Other Coordinated Offerings.

2.4.1 Block Trade and Other Coordinated Offering Rights. Notwithstanding any other provision of this Section 2, following the expiration of the Company Holder Lock-up Period or the Sponsor Holder Lock-up Period, as applicable, at any time and from time to time when an effective Resale Shelf Registration Statement is on file with the Commission, if a Requesting Holder wishes to engage in (a) an underwritten registered offering not involving a "roadshow," an offer commonly known as a "block trade" (a "***Block Trade***") or (b) an "at the market" or similar registered offering through a broker, sales agent or distribution agent, whether as agent or principal (an "***Other Coordinated Offering***"), in each case, with an anticipated aggregate offering price of, either (x) at least $20 million or (y) all remaining Registrable Securities held by the Requesting Holder (the "***Minimum Block Threshold***"), then such Requesting Holder only needs to notify PubCo of the Block Trade or Other Coordinated Offering at least five (5) Business Days prior to the day such offering is to commence and PubCo shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; *provided* that the Requesting Holders representing a majority of the Registrable Securities wishing to engage in the Block Trade or Other Coordinated Offering shall use commercially reasonable efforts to work with PubCo and any Underwriters, brokers, sales agents or placement agents prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade or Other Coordinated Offering. Any demand for a Block Trade or Other Coordinated Offering, unless withdrawn pursuant to Section 2.4.2, shall count as a Block Trade or Other Coordinated Offering demand by the Holders, and shall count toward the Yearly Limit.

2.4.2 Withdrawal. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, a majority-in-interest of the Requesting Holders initiating such Block Trade or Other Coordinated Offering shall have the right to submit a Withdrawal Notice to PubCo, the Underwriter or Underwriters (if any) and any brokers, sale agents or placement agents (if any) of their intention to withdraw from such Block Trade or Other Coordinated Offering. If withdrawn, a demand for a Block Trade or Other Coordinated Offering shall constitute a demand for a Block Trade or Other Coordinated Offering for purposes of Section 2.4.1 and shall count toward the Yearly Limit, unless the Requesting Holder(s) making the withdrawal reimburses PubCo for all Registration Expenses with respect to such Block Trade or Other Coordinated Offering; provided that, if any other Requesting Holder elects to continue a Block Trade or Other Coordinated Offering pursuant to the proviso in the immediately preceding sentence, such Block Trade or Other Coordinated Offering shall instead count as a Block Trade or Other Coordinated Offering demanded by the Requesting Holders for purposes of Section 2.4.1 and shall count toward the Yearly Limit. Following receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Block Trade or Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, PubCo shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinate Offering, other than if a Requesting Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.4.2.

2.4.3 No Piggy-Back Rights. Notwithstanding anything to the contrary in this Agreement, Section 2.3 shall not apply to a Block Trade or Other Coordinated Offering initiated by a Requesting Holder pursuant to this Agreement.

2.4.4 Selection of Underwriters, Brokers, Sales Agents or Placement Agents. The Requesting Holder in a Block Trade or Other Coordinated Offering shall have the right to select the Underwriters and any brokers, sale agents or placement agents (if any) for such Block Trade or Other Coordinated Offering (in each case, which shall consist of one or more reputable nationally recognized investment banks).

2.5 Legends. In connection with any sale or other disposition of the Registrable Securities by a Holder pursuant to Rule 144 and upon compliance by the Holder with the requirements of this Section 2.5, if requested by the Holder, PubCo shall cause the transfer agent for the Registrable Securities (the "***Transfer Agent***") to remove any restrictive legends related to the book entry account holding such Registrable Securities and make a new, unlegended entry for such book entry shares sold or disposed of without restrictive legends within two (2) trading days of any such request therefor from the Holder; provided that PubCo and the Transfer Agent have timely received from the Holder customary representations and other documentation reasonably acceptable to PubCo and the Transfer Agent in connection therewith. Subject to receipt from the Holder by PubCo and the Transfer Agent of customary representations and other documentation reasonably acceptable to PubCo and the Transfer Agent in connection therewith, the Holder may request that PubCo remove any legend from the book entry position evidencing its Registrable Securities and PubCo will, if required by the Transfer Agent, use its commercially reasonable efforts cause an opinion of PubCo's counsel be provided, in a form reasonably acceptable to the Transfer Agent, to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, following the earliest of such time as such Registrable Securities (i) are subject to or have been or are about to be sold pursuant to an effective registration statement or (ii) have been or are about to be sold pursuant to Rule 144. If restrictive legends are no longer required for such Registrable Securities pursuant to the foregoing, PubCo shall, in accordance with the provisions of this section and within two (2) trading days of any request therefor from the Holder accompanied by such customary and reasonably acceptable representations and other documentation referred to above establishing that restrictive legends are no longer required, deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended entry for such book entry shares. PubCo shall be responsible for the fees of its Transfer Agent, its legal counsel and all DTC fees associated with such issuance.

3. Registration Procedures.

3.1 Filings; Information. Whenever PubCo is required to effect the registration of any Registrable Securities pursuant to Section2 or a Block Trade or Other Coordinated Offering, PubCo shall use its reasonable best efforts to effect the Registration to permit the sale of such Registrable Securities in accordance with the intended method(s) of distribution thereof (and including all manners of distribution in such Registration Statement as Holders may reasonably request in connection with the filing of such Registration Statement and as permitted by law, including distribution of Registrable Securities to a Holder's members, securityholders or partners), and pursuant thereto PubCo shall, as expeditiously as practicable, and in connection with any such request:

3.1.1 Filing Registration Statement. PubCo shall use its commercially reasonable efforts to, as expeditiously as possible, prepare and file with the Commission a Registration Statement on any form for which PubCo then qualifies or which counsel for PubCo shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its commercially reasonable efforts to cause such Registration Statement to become effective and use its commercially reasonable efforts to keep it effective until all Registrable Securities covered by such Registration Statement have ceased to be Registrable Securities;

3.1.2 Copies. PubCo shall, prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Holders 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 Holders included in such registration or legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders.

3.1.3 Amendments and Supplements. PubCo shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the Prospectus as may be necessary to keep such Registration Statement effective and in compliance with the provisions of the Securities Act until all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement or supplement to the Prospectus or such securities have been withdrawn.

3.1.4 Notification. After the filing of a Registration Statement, PubCo shall promptly, and in no event more than two (2) Business Days after such filing, notify the Holders included in such Registration Statement of such filing, and shall further notify such Holders promptly, and in no event more than two (2) Business Days after, and confirm such advice in writing in all events within five (5) Business Days, of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and PubCo shall take all actions reasonably required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any Prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading(and PubCo shall take all actions reasonably required to correct such Misstatement), and promptly make available to the Holders included in such Registration Statement any such supplement or amendment; except that before filing with the Commission a Registration Statement or Prospectus or any amendment or supplement thereto, including documents incorporated by reference, PubCo shall furnish to the Holders included in such Registration Statement and to the legal counsel for any such Holders, copies of all such documents proposed to be filed sufficiently in advance of filing to provide such Holders and legal counsel with a reasonable opportunity to review such documents and comment thereon.

3.1.5 Securities Laws Compliance. PubCo shall use its reasonable best efforts to (i) 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 included in such Registration Statement (in light of their intended plan of distribution) may reasonably request and (ii) 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 PubCo and do any and all other acts and things that may be reasonably necessary or advisable to enable the Holders included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; *provided*, *however*, that PubCo shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or subject itself to taxation in any such jurisdiction.

3.1.6 Agreements for Disposition. PubCo shall enter into customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities. The representations, warranties and covenants of PubCo in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the Holders included in such registration statement, and the representations, warranties and covenants of the Holders included in such registration statement in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of PubCo.

3.1.7 Comfort Letter. PubCo shall obtain one or more "*cold comfort*" letters from PubCo's independent registered public accountants in the event of an Underwritten Offering a Block Trade or a sale by a broker, placement agent or sales agent pursuant to a Registration Statement (subject to such Underwriter or other financial institution facilitating such offering providing such certification or representation as reasonably requested by PubCo's independent registered public accountings and PubCo's counsel), in customary form and covering such matters of the type customarily covered by "*cold comfort*" letters as the managing Underwriter or other similar type of broker, placement agent or sales agent may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders.

3.1.8 Opinions. On the date the Registrable Securities are delivered for sale pursuant to any Registration, PubCo shall obtain an opinion, dated such date, of one (1) counsel representing PubCo for the purposes of such Registration, addressed to the Holders, the broker, 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, broker, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions, and reasonably satisfactory to a majority-in-interest of the participating Holders.

3.1.9 Cooperation. The principal executive officer of PubCo, the principal financial officer of PubCo, the principal accounting officer of PubCo and all other officers and members of the management of PubCo shall use their reasonable efforts to cooperate fully in any offering of Registrable Securities hereunder, which cooperation shall include, without limitation, the preparation of the Registration Statement with respect to such offering and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors.

3.1.10 Records. Upon execution of confidentiality agreements (in forms and substance that are reasonably satisfactory to PubCo), PubCo shall make available for inspection by the Holders included in such Registration Statement, any Underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other professional retained by any Holder included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of PubCo, as shall be necessary to enable them to exercise their due diligence responsibility, and cause PubCo's officers, directors and employees to supply all information requested by any of them in connection with such Registration Statement.

3.1.11 Earnings Statement. PubCo shall comply with all applicable rules and regulations of the Commission and the Securities Act, and make available to its shareholders, as soon as practicable, an earnings statement covering a period of twelve (12) months, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

3.1.12 Listing. PubCo shall use its commercially reasonable efforts to cause all Registrable Securities included in any Registration Statement to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by PubCo are then listed or designated.

3.1.13 Registrar and Transfer Agent. PubCo shall 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.

3.1.14 Road Shows. With respect to an Underwritten Offering, PubCo shall use its commercially reasonable efforts to make available senior executives of PubCo to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in such Underwritten Offering.

3.1.15 Other Cooperation. PubCo shall, in good faith, otherwise cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders participating in such Registration, consistent with the terms of this Agreement, in connection with such Registration.

3.2 Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights.

3.2.1 Suspension. Upon receipt of written notice from PubCo that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that PubCo hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by PubCo that the use of the Prospectus may be resumed.

3.2.2 Adverse Disclosure. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (i) require PubCo to make an Adverse Disclosure, (ii) require the inclusion in such Registration Statement of financial statements that are unavailable to PubCo for reasons beyond PubCo's control or (iii) in the good faith judgment of the majority of the Board, be seriously detrimental to PubCo, and the majority of the Board concludes as a result that it is essential to defer such filing, initial effectiveness or continued use at such time, PubCo may, upon giving prompt written notice of such action to the Holders (which notice shall not specify the nature of the event giving rise to such delay or suspension), delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time determined in good faith by PubCo to be necessary for such purpose. In the event PubCo exercises its rights under this Section 3.2.2, 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 until such Holder receives written notice from PubCo that such sales or offers of Registrable Securities may be resumed, and in each case maintain the confidentiality of such notice and its contents.

3.2.3 Restrictions on Registration Rights. Subject to Section 3.2.4, (a) if (i) during the period starting with the date 60 days prior to PubCo's good faith estimate of the date of the filing of, and ending on a date 120 days after the effective date of, a PubCo-initiated Registration, and provided that PubCo continues to actively employ, in good faith, all commercially reasonable efforts to maintain the effectiveness of the applicable Resale Shelf Registration Statement, or (ii) if, pursuant to Section 2.1.6, Holders have requested an Underwritten Takedown and PubCo and such Holders are unable to obtain the commitment of underwriters to firmly underwrite such offering, then, in each case, PubCo may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.1.6, and, (b) if during the period starting with the date 60 days prior to PubCo's good faith estimate of the date of the filing of, and ending on a date 120 days after the effective date of, a PubCo-initiated Registration, and provided that PubCo continues to actively employ, in good faith, all commercially reasonable efforts to maintain the effectiveness of the applicable Resale Shelf Registration Statement, PubCo may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.4.

3.2.4 Limit on Delays and Suspensions. The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant to Section 3.2.2 or a registered offering pursuant to Section 3.2.3 shall be exercised by PubCo, in the aggregate, for not more than 90 consecutive calendar days or more 120 total calendar days in each case, during any 12-month period.

3.3 Registration Expenses. Except as set forth in Sections 2.1.6(c) and 2.2.5, PubCo shall bear all costs and expenses incurred in connection with the Resale Shelf Registration Statement pursuant to Section 2.1, any Underwritten Takedown pursuant to Section 2.1.6, any Demand Registration pursuant to Section 2.2, any Piggy-Back Registration pursuant to Section 2.3, and any Block Trade pursuant to Section 2.4, and all expenses incurred in performing or complying with its other obligations under this Agreement, whether or not the Registration Statement becomes effective (such expenses, the "***Registration Expenses***"), including, without limitation: (i) all registration and filing fees; (ii) fees and expenses of compliance with securities or "*blue sky*" laws (including reasonable fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities); (iii) printing expenses; (iv) PubCo's internal expenses (including, without limitation, all salaries and expenses of its officers and employees); (v) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.12; (vi) Financial Industry Regulatory Authority fees; (vii) fees and disbursements of counsel for PubCo and fees and expenses for independent certified public accountants retained by PubCo; (viii) the fees and expenses of any special experts retained by PubCo in connection with such registration and (ix) the reasonable fees and expenses of one (1) legal counsel selected by the Holders of a majority-in-interest of the Registrable Securities included in such Registration. PubCo shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the Holders thereof, which underwriting discounts or selling commissions shall be borne by such Holders. Additionally, in an Underwritten Offering, Block Trade, all selling shareholders and PubCo shall bear the expenses of the Underwriter, broker, placement agent or sales agent pro rata in proportion to the respective amount of shares each is selling in such offering.

3.4 Information. The Holders shall promptly provide such information as may reasonably be requested by PubCo, or the managing Underwriter, if any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act and in connection with PubCo's obligation to comply with Federal and applicable state securities laws. PubCo's obligations to include the Registrable Securities held by a Holder in any Registration Statement are contingent upon such Holder furnishing in writing to PubCo such information regarding the Holder, the securities of PubCo held by the Holder and the intended method of disposition of the Registrable Securities as shall be reasonably requested by PubCo to effect the registration of the Registrable Securities, and the Holder shall execute such documents in connection with such registration as PubCo may reasonably request that are customary of a selling shareholder in similar situations.

4. Indemnification And Contribution.

4.1 Indemnification by PubCo. PubCo agrees to indemnify and hold harmless each Holder, and each of their respective officers, employees, Affiliates, directors, partners, members, attorneys and agents, and each person, if any, who controls a Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, a "***Holder Indemnified Party***"), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, arising out of or based upon any untrue statement (or allegedly untrue statement) of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary Prospectus or final Prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, or arising out of or based upon any omission (or alleged omission) to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by PubCo of the Securities Act or any rule or regulation promulgated thereunder applicable to PubCo and relating to action or inaction required of PubCo in connection with any such Registration; and PubCo shall promptly reimburse the Holder Indemnified Party for any legal and any other expenses reasonably incurred by such Holder Indemnified Party in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action; *provided*, *however*, that PubCo will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability arises out of or is based upon any untrue statement or allegedly untrue statement or omission or alleged omission of any material fact made in such Registration Statement, preliminary prospectus, or final prospectus or any such amendment or supplement, in reliance upon and in conformity with information furnished to PubCo, in writing, by such selling Holder expressly for use therein, or is based on any selling Holder's violation of the federal securities laws (including Regulation M) or failure to sell the Registrable Securities in accordance with the plan of distribution contained in the Prospectus.

4.2 Indemnification by Holders. Each selling Holder will, in the event that any registration is being effected under the Securities Act pursuant to this Agreement of any Registrable Securities held by such selling Holder, indemnify and hold harmless PubCo, each of its directors and officers, and each other selling Holder and each other person, if any, who controls another selling Holder within the meaning of the Securities Act, against any losses, claims, judgments, damages or liabilities, whether joint or several, insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or allegedly untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary Prospectus or final Prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission or the alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, if the statement or omission was made in reliance upon and in conformity with information furnished in writing to PubCo by such selling Holder expressly for use therein, or is based on any selling Holder's violation of the federal securities laws (including Regulation M) or failure to sell the Registrable Securities in accordance with the plan of distribution contained in the Prospectus, and shall reimburse PubCo, its directors and officers, and each other selling Holder or controlling person for any legal or other expenses reasonably incurred by any of them in connection with investigation or defending any such loss, claim, damage, liability or action. Each selling Holder's indemnification obligations hereunder shall be several and not joint and shall be limited to the amount of any net proceeds actually received by such selling Holder.

4.3 Conduct of Indemnification Proceedings. Promptly after receipt by any person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Sections 4.1 or 4.2, such person (the "***Indemnified Party***") shall, if a claim in respect thereof is to be made against any other person for indemnification hereunder, notify such other person (the "***Indemnifying Party***") in writing of the loss, claim, judgment, damage, liability or action;*provided*, *however*, that the failure by the Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it wishes, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; *provided*, *however*, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one such separate counsel, which such counsel is reasonably acceptable to the Indemnifying Party) to represent the Indemnified Party and its controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the written opinion of counsel of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. 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) or which settlement includes a statement or admission of fault and/or culpability on the part of such Indemnified Party or which settlement 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.

4.4 Contribution.

4.4.1 If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is judicially determined to be unavailable to any Indemnified Party in respect of any loss, claim, damage, liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4.4.2 The Parties agree that it would not be just and equitable if contribution pursuant to this Section 4.4 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 the immediately preceding Section 4.4.1.

4.4.3 The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no Holder shall be required to contribute any amount in excess of the amount of the net proceeds (after payment of any underwriting fees, discounts, commissions or taxes) actually received by such Holder from the sale of Registrable Securities which gave rise to such contribution obligation. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

4.5 Waiver of Medallion Guaranty. PubCo agrees to use commercially reasonable efforts to enter an indemnification agreement, in form and substance reasonably satisfactory to Continental Stock Transfer & Trust Company (or any successor transfer agent or warrant agent of PubCo), in favor of Continental Stock Transfer & Trust Company (or any successor transfer agent or warrant agent of PubCo) in connection with the waiver of any requirement to provide a medallion guarantee in connection with any Transfer of any Ordinary Shares or other equity securities of PubCo by any Sponsor Holder or any of their Permitted Transferees; *provided* that, in each case, as a prerequisite to PubCo's entry into such indemnification agreement, such Sponsor Holder or Permitted Transferee enters into an indemnification agreement with PubCo substantially mirroring, in form and substance, such indemnification agreement entered into by PubCo in favor of Continental Stock Transfer & Trust Company (or any successor transfer agent or warrant agent of PubCo).

5. Underwriting And Distribution; Lock-Up.

5.1 Rule 144. PubCo shall use commercially reasonable efforts to file any reports required to be filed by it under the Securities Act and the Exchange Act (or, if PubCo is not required to file such reports, it will, upon the reasonable request of any holder of Registrable Securities, make publicly available such necessary information for so long as reasonably necessary to permit sales that would otherwise be permitted by this Agreement pursuant to Rule 144, Rule 144A or Regulation S under the Securities Act, as such Rules may be amended from time to time or any similar rule or regulation hereafter adopted by the Commission) and take such further action as the Holders may reasonably request, all to the extent required from time to time to enable such Holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144, as such Rules may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

5.2 Lock-Up.

5.2.1 Sponsor Transfer Restrictions. Each Sponsor Holder agrees not to Transfer any Registrable Securities (other than Ordinary Shares issued or issuable upon conversion of upon conversion of the Convertible Notes) held by such Sponsor Holder, for the period beginning as of the Business Combination Closing and ending on the earlier of (x) the date that is 180 days after the Business Combination Closing and (y) a Liquidation Event Date (period, the "***Sponsor Holder Lock-Up Period***").

5.2.2 Company Holder Transfer Restrictions. Each Company Holder agrees not to Transfer any Registrable Securities (other than Ordinary Shares issued or issuable upon conversion of upon conversion of the Convertible Notes) held by such Company Holder for the period beginning as of the Business Combination Closing and ending on the earlier of (x) the date that is 180 days after the Business Combination Closing and (y) a Liquidation Event Date (such period, the "***Company Holder Lock-Up Period***").

5.2.3 Permitted Transfers. The restrictions set forth in Sections 5.2.1 and 5.2.2 shall not apply to Transfers to Permitted Transferees, provided that, in the event of a Transfer to a Permitted Transferee prior to the Sponsor Holder Lock-Up Period or the Company Holder Lock-Up Period, as applicable, such Permitted Transferee must sign a Deed of Adherence agreeing to be bound by this Section 5.2.

6. Miscellaneous.

6.1 Other Registration Rights and Arrangements. PubCo represents and warrants that no person, other than a Holder, has any right to require PubCo to register any of PubCo's shares for sale or to include PubCo's shares in any registration filed by PubCo for the sale of shares for its own account or for the account of any other person. SPAC and the Sponsor Holders hereby terminate the Prior SPAC Agreement effective upon consummation of the Mergers, and agree that upon consummation of the Mergers, the Prior SPAC Agreement shall be of no further force and effect and is hereby superseded and replaced in its entirety by this Agreement. The Company and the Company Holders hereby terminate the Prior Company Agreement effective upon consummation of the Mergers, and agree that upon consummation of the Mergers, the Prior Company Agreement shall be of no further force and effect and is hereby superseded and replaced in its entirety by this Agreement.

6.2 Assignment; No Third Party Beneficiaries. Except as otherwise provided in this Section 6.2, this Agreement and the rights, duties and obligations of any Party may not be assigned or delegated by any Party in whole or in part. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and assigns and the Holders and their respective successors and permitted assigns. A Person who is not a Party has no right (whether under the Contracts (Rights of Third Parties) Act (As Revised) to enforce any term of, or to enjoy any benefit under, this Agreement, other than as expressly set forth in Section 4 and this Section 6.2. The rights, duties and obligations of a Holder under this Agreement may be transferred by such Holder to a Permitted Transferee who acquires or holds Registrable Securities; provided, however, that such transferee has executed and delivered to PubCo a properly completed agreement to be bound by the terms of this Agreement in a form satisfactory to PubCo (a "***Deed of Adherence***"), and the transferor or the transferee shall have delivered to PubCo no later than thirty (30) days following the date of the transfer, written notification of such transfer setting forth the name of the transferor, the name and address of the transferee, and the number of Registrable Securities so transferred. The execution of a Deed of Adherence shall constitute a permitted amendment of this Agreement. A Permitted Transferee receiving Registrable Securities from a Sponsor Holder shall become a Sponsor Holder under this Agreement, and a Permitted Transferee receiving Registrable Securities from a Company Holder shall become a Company Holder under this Agreement. For the avoidance of doubt, if the securities that a Holder wishes to transfer would not be Registrable Securities if held by such transferee, the transferee shall not be entitled to sign the Deed of Adherence or become a party hereto.

6.3 Amendments and Modifications. Upon the written consent of PubCo, the Sponsor 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 or modification hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of PubCo, in a manner that is materially 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 PubCo and any other party hereto or any failure or delay on the part of a Holder or PubCo in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or PubCo. 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.

6.4 Effectiveness and Term. This Agreement shall take effect only upon the Business Combination Closing, *provided* that (i) the provisions of this Section 6 shall take effect on the date hereof and (ii) any person who executes and delivers a Deed of Adherence in the form set forth in Exhibit A hereto after the date hereof shall be deemed to be a party to this Agreement from the date of the delivery and shall be subject to the obligations of a Holder under this Agreement, whereupon Schedule I to this Agreement shall be deemed to have been updated with the information of such Person as set forth in the Deed of Adherence. This Agreement shall terminate (i) with respect to all Parties, upon mutual written consent of all Parties, and (ii) with respect to a Holder, upon such Holder and its Affiliates ceasing to hold any Registrable Securities. Notwithstanding anything herein to the contrary, (a) the provisions of Sections 4 and 6 (including with respect to any defined term as used therein, whether or not such defined term is defined therein) shall survive, and remain in full force and effect following, any termination of this Agreement, and (b) this Agreement shall automatically terminate and be void *ab initio* upon the Business Combination Agreement having been terminated in accordance with the terms therein without the Business Combination Closing having occurred.

6.5 Notices. All general notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by courier or sent by registered post or sent by electronic mail to the intended recipient thereof at its address or at its email address set out below (or to such other address or email address as a Party may from time to time notify the other Parties). Any such notice, demand or communication shall be deemed to have been duly served (a) if given personally or sent by courier, upon delivery during normal business hours at the location of delivery or, if later, then on the next Business Day after the day of delivery; (b) if sent by electronic mail during normal business hours at the location of delivery, immediately, or, if later, then on the next Business Day after the day of delivery; (c) the third Business Day following the day sent by reputable international overnight courier (with written confirmation of receipt), and (d) if sent by registered post, five days after posting. The initial addresses and email addresses of the Parties for the purpose of this Agreement are:

If to PubCo, to:

APRIONIA Therapeutics Inc.
245 Main Street, 3rd Floor,
Cambridge, MA 02142
Attention: JANG Ming-Kuei
Email: [***]

with a required copy (which shall not constitute notice) to:

Cooley HK
35th Floor, Two Exchange Square
8 Connaught Place, Central
Hong Kong
Attention: Will H. Cai
E-mail: wcai@cooley.com

If to SPAC:

Ross Acquisition Corp II
1 Pelican Lane
Palm Beach, Florida 33480
Attention: Wilbur L. Ross and Nadim Qureshi
Email: [***] and [***]

with a required copy (which shall not constitute notice) to:

White & Case LLP
111 South Wacker Drive, Suite 5100
Chicago, Illinois 60606
Attention: Gary Silverman
E-mail: Gary.Silverman@whitecase.com

If to the Sponsor:

Ross Acquisition Corp II
1 Pelican Lane
Palm Beach, Florida 33480
Attention: Wilbur L. Ross and Nadim Qureshi
Email: [***] and [***]

with a required copy (which shall not constitute notice) to:

White & Case LLP
111 South Wacker Drive, Suite 5100
Chicago, Illinois 60606
Attention: Gary Silverman
E-mail: Gary.Silverman@whitecase.com

If to a Company Holder:

To such Company Holder's address set forth inSchedule I hereto or to such Holder's address as found in PubCo's books and records.

If to a Sponsor Holder:

To such Sponsor Holder's address set forth on Schedule II hereto or to such Holder's address as found in PubCo's books and records.

6.6 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the Parties intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable.

6.7 Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

6.8 Entire Agreement. This Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitutes the full and entire understanding and agreement of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the Parties, whether oral or written, including without limitation the Prior SPAC Agreement and the Prior Company Agreement.

6.9 Governing Law. This Agreement and any action, suit, dispute, controversy or claim arising out of this Agreement, or the validity, interpretation, breach or termination of this Agreement, shall be governed by and construed in accordance with the internal law of the State of Delaware regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof, except to the extent that the laws of the Cayman Islands are mandatorily applicable.

6.10 Consent to Jurisdiction; Waiver of Jury Trial. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF (I) THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF DELAWARE OR (II) THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, TO THE SUPERIOR COURT OF THE STATE OF DELAWARE SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND 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, THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE CONVENIENT OR APPROPRIATE OR THAT THIS AGREEMENT 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 DELAWARE 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 6.5 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 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 AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS 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 AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 6.10.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the Parties have caused this Investor Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

APRINOIA Therapeutics Holdings Limited

By: _____
Name:
Title:

In Witness Whereof, the Parties have caused this Investor Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

Ross Acquisition Corp II

By: _____
Name:
Title:

In Witness Whereof, the Parties have caused this Investor Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

Ross Holding Company LLC

By: _____
Name:
Title:

In Witness Whereof, the Parties have caused this Investor Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

[NAME OF COMPANY HOLDER]:

[●]

In Witness Whereof, the Parties have caused this Investor Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

OTHER SPONSOR HOLDERS

R Investments LLC

By: _____
Name:
Title:

_____
Name: Wilbur L. Ross, Jr.

_____
Name: Lord William Astor

_____
Name: Larry Kudlow

_____
Name: Nadim Qureshi

_____
Name: Stephen J. Toy

_____
Name: Edward A. Snyder

Schedule I

[***]

Schedule I

Schedule II

[***]

Schedule II

Exhibit 10.5

FORM OF ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This Assignment, Assumption and Amendment Agreement (as may be amended, supplemented, modified or varied in accordance with the terms herein, this "**Agreement**"), dated [●], is made by and among Ross Acquisition Corp II, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Company**"), Aprinoia Therapeutics Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("**PubCo**"), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (in such capacity, the "**Warrant Agent**") and amends the Warrant Agreement (the "**Existing Warrant Agreement**"), dated March 16, 2021, by and between the Company and the Warrant Agent. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Existing Warrant Agreement.

WHEREAS, pursuant to the Existing Warrant Agreement and that certain Private Placement Warrants Purchase Agreement by and between the Company and the Ross Holding Company LLC, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Sponsor**"), dated as of March 11, 2021 (as may be amended, supplemented, modified or varied in accordance with the terms therein), (i) the Company issued (a) 5,933,333 Private Placement Warrants to the Sponsor and (b) 11,500,000 Public Warrants to the public shareholders, subject to the terms and conditions of the Existing Warrant Agreement.

WHEREAS, in order to finance the Company's transaction costs in connection with an intended initial merger, share exchange asset acquisition, share purchase, reorganization or similar business combination, involving the Company and one more businesses, the Sponsor or an affiliate of the Sponsor or certain of the Company's officers and directors may, but are not obligated to, loan the Company funds as the Company may require, of which up to $1,500,000 of such loans may be convertible into up to an additional 1,000,000 Private Placement Warrants at a price of $1.50 per Private Placement Warrant, subject to the terms and conditions of the Existing Warrant Agreement.

WHEREAS, on or about the date hereof, the Company, APRINOIA Therapeutics Inc. (the "**Target**"), PubCo, APRINOIA Therapeutics Merger Sub 1, Inc. ("**Merger Sub 1**"), APRINOIA Therapeutics Merger Sub 2, Inc. ("**Merger Sub 2**") and APRINOIA Therapeutics Merger Sub 3, Inc. ("**Merger Sub 3**") entered into a business combination agreement (as may be amended, restated, modified or supplemented from time to time, the "**Business Combination Agreement**");

WHEREAS, all of the Public Warrants and Private Placement Warrants are governed by the Existing Warrant Agreement;

WHEREAS, pursuant to the Business Combination Agreement, the Company will merge with and into Merger Sub 1, with Merger Sub 1 surviving such merger as a wholly-owned subsidiary of PubCo (the "**Initial Merger**"), and as a result of the Initial Merger, the holders of Class A ordinary shares of the Company shall become holders of ordinary shares of PubCo (the "**PubCo Ordinary Shares**");

WHEREAS, upon consummation of the Initial Merger, as provided in Section 4.5 of the Existing Warrant Agreement, the Warrants will no longer be exercisable for Class A ordinary shares of the Company but instead will be exercisable (subject to the terms of the Existing Warrant Agreement as amended hereby) for ordinary shares of PubCo;

WHEREAS, the board of directors of the Company has determined that the consummation of the transactions contemplated by the Business Combination Agreement will constitute a Business Combination (as defined in the Existing Warrant Agreement);

WHEREAS, in connection with the Initial Merger, the Company desires to assign all of its right, title and interest in the Existing Warrant Agreement to PubCo and PubCo wishes to accept such assignment; and

WHEREAS, Section 9.8 of the Existing Warrant Agreement provides that the Company and the Warrant Agent may amend the Existing Warrant Agreement without the consent of any Registered Holders for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained herein or adding or changing any other provisions with respect to matters or questions arising under this Agreement as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the interest of the Registered Holders.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

Section 1 Assignment and Assumption; Consent.

(a) Assignment and Assumption. As of and with effect on and from the Initial Merger Effective Time (as defined in the Business Combination Agreement), the Company hereby assigns to PubCo all of the Company's right, title and interest in and to the Existing Warrant Agreement (as amended hereby), and PubCo hereby assumes, and agrees to pay, perform, satisfy and discharge in full, as the same become due, all of the Company's liabilities and obligations under the Existing Warrant Agreement (as amended hereby) arising on, from and after the Initial Merger Effective Time.

(b) Consent. The Warrant Agent hereby consents to (i) the assignment of the Existing Warrant Agreement by the Company to PubCo pursuant to Section 1(a) hereof and the assumption of the Existing Warrant Agreement by PubCo from the Company pursuant to Section 1(a) hereof, in each case effective as of the Initial Merger Effective Time, and (ii) the continuation of the Existing Warrant Agreement (as amended by this Agreement), in full force and effect from and after the Initial Merger Effective Time.

Section 2 Amendment of Existing Warrant Agreement. Effective as of the Initial Merger Effective Time, the Company and the Warrant Agent hereby amend the Existing Warrant Agreement as provided in this Section 2, and acknowledge and agree that the amendments to the Existing Warrant Agreement set forth in this Section 2 are to provide for the delivery of Alternative Issuance pursuant to Section 4.5 of the Existing Warrant Agreement (in connection with the Initial Merger and the transactions contemplated by the Business Combination Agreement).

(a) References to the "Company". All references to the "Company" in the Existing Warrant Agreement (including all Exhibits thereto) shall be references to PubCo.

(b) References to Class A Ordinary Shares. All references to "Ordinary Shares" in the Existing Warrant Agreement (including all Exhibits thereto) shall be references to PubCo Ordinary Shares.

(c) References to Business Combination. All references to "Business Combination" in the Existing Warrant Agreement (including all Exhibits thereto) shall be references to the transactions contemplated by the Business Combination Agreement, and references to "the completion of an initial Business Combination" and all variations thereof in the Existing Warrant Agreement (including all Exhibits thereto) shall be references to the Closing.

(d) Notice Clause. Section 9.2 of the Existing Warrant Agreement is hereby deleted and replaced with the following:

"9.2 Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on PubCo shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by PubCo with the Warrant Agent), as follows:

245 Main Street, 3rd Floor,
Cambridge, MA 02142
Attention: JANG Ming-Kuei
Email: [***]

with a required copy (which shall not constitute notice) to:

Cooley HK
35th Floor, Two Exchange Square
8 Connaught Place
Central, Hong Kong
Attention: Will H. Cai
E-mail: wcai@cooley.com

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Continental Stock Transfer & Trust Company
One State Street, 30th Floor
New York, NY 10004
Attention: Compliance Department

Section 3 Miscellaneous Provisions.

(a) Effectiveness of the Amendment. Each of the parties hereto acknowledges and agrees that the effectiveness of this Agreement shall be expressly subject to the occurrence of the Initial Merger and substantially contemporaneous occurrence of the Initial Merger Effective Time and shall automatically be terminated and shall be null and void if the Business Combination Agreement shall be terminated for any reason in accordance with the terms therein.

(b) Successors. All the covenants and provisions of this Agreement by or for the benefit of PubCo, the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

(c) Applicable Law and Exclusive Forum. The validity, interpretation, and performance of this Agreement shall be governed in all respects by the laws of the State of New York. Subject to applicable law, each of PubCo and the Company hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive forum for any such action, proceeding or claim. Each of PubCo and the Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, the provisions of this paragraph will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum.

Any person or entity purchasing or otherwise acquiring any interest in the Warrants shall be deemed to have notice of and to have consented to the forum provisions in this Section 3(c). If any action, the subject matter of which is within the scope the forum provisions above, is filed in a court other than a court located within the State of New York or the United States District Court for the Southern District of New York (a "**foreign action**") in the name of any warrant holder, such warrant holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located within the State of New York or the United States District Court for the Southern District of New York in connection with any action brought in any such court to enforce the forum provisions (an "**enforcement action**"), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder's counsel in the foreign action as agent for such warrant holder.

(d) Counterparts. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(e) Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

(f) Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

[*Remainder of page intentionally left blank*]

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

ROSS ACQUISITION CORP II.

By: _____
Name:
Title:

[*Signature Page to Assignment, Assumption and Amendment Agreement*]

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

APRINOIA Therapeutics Holdings Limited

By: _____
Name:
Title:

[*Signature Page to Warrant Assignment, Assumption and Amendment Agreement*]

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

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: _____
Name:
Title:

Exhibit 10.6

FORM OF LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this "***Agreement***"), dated as of [●], is made and entered into by and among **APRINOIA Therapeutics Holdings Limited**, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("***PubCo***") and the undersigned (the "***Shareholder***"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Business Combination Agreement (as defined herein).

WHEREAS, PubCo, **Ross Acquisition Corp II**, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("***SPAC***"), **APRINOIA Therapeutics Inc.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "***Company***"), **APRINOIA Therapeutics Merger Sub 1, Inc.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of PubCo ("***Merger Sub 1***"), **APRINOIA Therapeutics Merger Sub 2, Inc.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of SPAC ("***Merger Sub 2***") and **APRINOIA Therapeutics Merger Sub 3, Inc.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a direct wholly-owned subsidiary of SPAC ("***Merger Sub 3***"), have entered into that certain Business Combination Agreement (as amended from time to time in accordance with the terms thereof, the "***Business Combination Agreement***") to consummate the Mergers (as defined in the Business Combination Agreement) pursuant to the terms thereto;

WHEREAS, as of the date hereof, the Shareholder is the holder of record and the "*beneficial owner*" (within the meaning of Rule 13d-3 under the Exchange Act) of such number of Company Ordinary Shares as set forth on the signature page (including (i) Company Ordinary Shares held by such Shareholder and (ii) Company Ordinary Shares issuable upon the exercise of Company Options held by such Shareholder);

WHEREAS, following the consummation of the Transactions, the Shareholder will hold certain PubCo Ordinary Shares received in exchange for the Company Ordinary Shares and/or PubCo Substitute Options received in substitution of the Company Options (such PubCo Ordinary Shares held by the Shareholder immediately upon Closing and PubCo Ordinary Shares issuable upon the exercise of PubCo Substitute Options held by the Shareholder immediately upon Closing, collectively, the "***PubCo Subject Securities***"); and

WHEREAS, in connection with the Transactions, the parties hereto wish to set forth herein certain understandings between such parties with respect to restrictions on transfer of the PubCo Subject Securities.

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

1. *Transfer Restrictions*. Other than pursuant to this Agreement, each Shareholder shall not (i) lend, sell, offer to sell, contract or agree to sell, hypothecate, pledge or otherwise encumber, grant any option or warrant to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Securities and Exchange Commission (the "***Commission***") promulgated thereunder, with respect to any PubCo Subject Securities, (ii) enter into any swap or other arrangement that transfers to another Person, in whole or in part, any of the economic consequences of ownership of any PubCo Subject Securities, whether any such transaction is to be settled by delivery of such PubCo Subject Securities, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction, including the filing of a registration statement specified in clause (i) or (ii) (the actions specified in clauses (i)-(iii), collectively, "***Transfer***") for the period beginning on the Closing Date and pending on the earlier of (x) the date that is 180 days after the Closing and (y) Liquidation Event Date (as defined in Section 3 of this Agreement) (such period, the "***Lock-Up Period***").

2. *Permitted Transfers*. The restrictions set forth in Section 1 shall not apply to:

(i) in the case of an entity, Transfers to (A) such entity's officers or directors or any affiliate (as defined below) or immediate family (as defined below) of any of such entity's officers or directors, (B) any shareholder, partner or member of such entity or their affiliates, (C) any affiliate of such entity, or (D) any employees of such entity or of its affiliates;

(ii) in the case of an individual, Transfers by gift to members of the individual's immediate family or 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 the undersigned or any other person with whom the undersigned has a relationship by blood, marriage or adoption not more remote than first cousin;

(iii) in the case of an individual, Transfers by will or intestate succession or by virtue of laws of descent and distribution upon the death of the individual;

(iv) in the case of an individual, Transfers by operation of law or pursuant to a qualified domestic order, court order or in connection with a divorce settlement, divorce decree or separation agreement;

(v) in the case of a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, (A) Transfers to another corporation, partnership, limited liability company, trust or other business entity that controls, is controlled by or is under common control or management with the Shareholder, or (B) distributions of PubCo Subject Securities to partners, limited liability company members or shareholders of the Shareholder, including, for the avoidance of doubt, where the Shareholder is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership;

(vi) in the case of a trust or a trustee of a trust, Transfers to a trustor or beneficiary of the trust, to the designated nominee of a beneficiary of such trust or to the estate of a beneficiary of such trust;

(vii) in the case of an entity, Transfers by virtue of the laws of the jurisdiction of the entity's organization and the entity's organizational documents upon dissolution of the entity;

(viii) Transfers to a nominee or custodian of a Person to whom a Transfer would be permitted under the foregoing clauses (i) through (vii);

(ix) pledges of any PubCo Subject Securities to a financial institution that create a mere security interest in such PubCo Subject Securities pursuant to a bona fide loan or indebtedness transaction so long as the relevant Shareholder continues to control the exercise of the voting rights of such pledged PubCo Subject Securities as well as any foreclosures on such pledged PubCo Subject Securities;

(x) the exercise of stock options, including through a "net" or "cashless" exercise, or receipt of shares upon vesting of restricted stock units granted pursuant to an equity incentive plan;

(xi) Transfers to PubCo to satisfy tax withholding obligations pursuant to the PubCo's equity incentive plans or arrangements;

(xii) the entry, by the Shareholder, at any time after Closing, of any trading plan providing for sale of shares of the PubCo Subject Securities by the Shareholder, which trading plan meets the requirements of Rule 10b5-1(c) under the Exchange Act, provided however that such plan does not provide for, or permit, the sale of any PubCo Subject Securities during the Lock-up Period and no public announcement or filing is voluntarily made or required regarding such plan during the Lock-up Period; or

(xiii) Transfers in connection with any legal, regulatory or other order;

provided, however, that (A) in the case of clauses (i) through (ix) and (xiii), as a prerequisite to such Transfer, such permitted transferee(s) must agree to be bound in writing by terms of this Agreement prior to such Transfer.

3. *Effectiveness, Term and Termination.* This Agreement shall take effect only upon the Closing, *provided* that the provisions of this Section 3 and Sections 5-14 shall take effect on the date hereof. This Agreement shall terminate upon the earlier of (i) the expiration of the Lock-Up Period, and (ii) the date on which PubCo completes a merger, liquidation, stock exchange, reorganization or other similar transaction that results in all of the public shareholders of PubCo having the right to exchange their PubCo Ordinary Shares for cash securities or other property (the "***Liquidation Event Date***").

4. *Prohibited Transfers*. In furtherance of the foregoing, PubCo, and any duly appointed transfer agent for the registration or transfer of the PubCo Subject Securities described therein, are hereby authorized to decline to make any transfer of securities if such Transfer would constitute a violation or breach of this Agreement.

5. *Specific Performance.* The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform the provisions of this Agreement in accordance with its specified terms or otherwise breach or threaten to breach such provisions. The parties acknowledge and agree that the parties hereto shall be entitled, in addition to any other remedy to which they are entitled at law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions hereof. Without limiting the foregoing, each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that (i) there is adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or in equity. Any party seeking an order or injunction to prevent breaches or threatened breaches and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

6. *Amendment.* This Agreement may be amended, supplemented or modified, and any right hereof may be waived only by execution of a written instrument which refers to this Agreement and is signed by each of the parties hereto in the case of an amendment, supplement or modification or the party granting the waiver in the case of a waiver.

7. *Entire Agreement.* This Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitutes the full and entire understanding and agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written.

8. *Binding Effect; Assignment*. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assigned by operation of Law or otherwise without the prior written consent of the parties hereto, and any assignment without such consent shall be null and void; *provided* that no such assignment shall relieve the assigning party of its obligations hereunder.

9. Governing Law. This Agreement and any action, suit, dispute, controversy or claim arising out of this Agreement, or the validity, interpretation, breach or termination of this Agreement, shall be governed by and construed in accordance with the internal law of the State of Delaware regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof, except to the extent that the laws of the Cayman Islands are mandatorily applicable.

10. *Notices*. All general notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by courier or sent by registered post or sent by electronic mail to the intended recipient thereof at its address or at its email address set out below (or to such other address or email address as a Party may from time to time notify the other Parties). Any such notice, demand or communication shall be deemed to have been duly served (a) if given personally or sent by courier, upon delivery during normal business hours at the location of delivery or, if later, then on the next Business Day after the day of delivery; (b) if sent by electronic mail during normal business hours at the location of delivery, immediately, or, if later, then on the next Business Day after the day of delivery; (c) the third Business Day following the day sent by reputable international overnight courier (with written confirmation of receipt), and (d) if sent by registered post, five days after posting. The initial addresses and email addresses of the Parties for the purpose of this Agreement are:

If to PubCo, to:

APRIONIA Therapeutics Inc.
245 Main Street, 3rd Floor,
Cambridge, MA 02142
Attention: JANG Ming-Kuei
Email: [***]

with a required copy (which shall not constitute notice) to:

Cooley HK
35th Floor, Two Exchange Square
8 Connaught Place, Central
Hong Kong
Attention: Will H. Cai
E-mail: wcai@cooley.com

If to the Shareholder:

To such Shareholder's address set forth on its signature page or to such Shareholder's address as found in PubCo's books and records.

11. *Consent to Jurisdiction*. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF (I) THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF DELAWARE OR (II) THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, TO THE SUPERIOR COURT OF THE STATE OF DELAWARE SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND 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, THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE CONVENIENT OR APPROPRIATE OR THAT THIS AGREEMENT 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 DELAWARE 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 9 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

12. *WAIVER OF JURY TRIAL*. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS 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 AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS 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 AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 12.

13. *Counterparts*. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

14. *Severability*. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

APRINOIA Therapeutics Holdings Limited

By: _____
Name:
Title:

[Signature Page to Lock-Up Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SHAREHOLDERS

[•]

By: _____
Name:
Title:

Address:

NUMBER OF COMPANY ORDINARY SHARES BENEFICIALLY OWNED BY THE SHAREHOLDER IMMEDIATELY PRIOR TO THE INITIAL MERGER EFFECTIVE TIME:

Exhibit 10.7

January 17, 2023
APRINOIA Therapeutics Inc.
APRINOIA Therapeutics Holdings Limited
245 Main Street, 3rd Floor,
Cambridge, MA 02142

Equity Commitment Letter

Ladies and Gentlemen:

Reference is made to that certain Business Combination Agreement, dated as of January 17, 2023 (the "Business Combination Agreement"), by and among Ross Acquisition Corp II, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("SPAC"), APRINOIA Therapeutics Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"), APRINOIA Therapeutics Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("PubCo") and the other parties thereto. Capitalized terms used herein but not otherwise defined shall have the respective meanings given to such terms in the Business Combination Agreement.

Subject to all of the terms and conditions set forth in this letter agreement (this "Commitment Letter") and in satisfaction of Section 8.06 of the Business Combination Agreement, R Investments, LLC, a Delaware limited liability company and an Affiliate of SPAC (the "Forward Purchaser"), is prepared pursuant to this letter agreement to commit up to US$12.5 million of equity financing on the terms set forth herein (the "Maximum Commitment").

In consideration of the respective warranties, covenants and agreements set forth in this Commitment Letter and intending to be legally bound hereby, the Forward Purchaser and PubCo hereby agree as follows:

1. Equity Commitment. Upon the terms and subject to the conditions set forth in this Commitment Letter, the Forward Purchaser agrees to fund an amount up to the Maximum Commitment, less any amounts remaining in the Trust Account (after giving effect to all properly submitted requests for redemption of SPAC Shares by SPAC Shareholders) in exchange for PubCo Ordinary Shares at a price per share equal to $10.00 (the "Commitment"). Notwithstanding anything to the contrary herein, neither the Forward Purchaser nor any of its permitted assigns shall, under any circumstances, be obligated to contribute or otherwise make available or cause to be made available any amounts in excess of the Maximum Commitment. In addition, if on the Closing Date the total funds held in the Trust Account after giving effect to all properly submitted requests for redemption of SPAC Shares by SPAC Shareholders, but prior to any other payments from the Trust Account (" Gross Trust Account Proceeds") are equal to or greater than US$12,500,000, then the Forward Purchaser shall have no obligations to fund any amounts hereunder. The Forward Purchaser shall satisfy the Commitment by purchasing newly issued PubCo Ordinary Shares on the Closing Date. Any PubCo Ordinary Shares purchased by the Forward Purchaser pursuant to this Commitment Letter shall be Registrable Securities under the Investor Rights Agreement and the Forward Purchaser shall be a Sponsor Holder party thereto upon the execution of the Investor Rights Agreement by the Forward Purchaser. The parties agree that any purchase of PubCo Ordinary Shares by the Forward Purchaser to satisfy the Commitment shall be deemed a "PIPE Investment" as that term is defined in the Business Combination Agreement.

2. Certain Conditions. The obligations of PubCo and the Forward Purchaser hereunder shall be subject to the substantially concurrent occurrence of the Closing.

3. Termination. This Commitment Letter shall terminate (i) automatically if Gross Trust Account Proceeds are equal to or greater than US$12,500,000, (ii) automatically upon the funding of the Commitments under this Commitment Letter and the receipt of the PubCo Ordinary Shares in respect thereof, and (iii) automatically upon the termination of the Business Combination Agreement in accordance with its terms. Upon any termination pursuant to the terms herein, this Commitment Letter shall forthwith become void and there shall be no further obligations or liabilities on the part of PubCo or the Forward Purchaser; provided that Sections 3, 4, 5, 7, 8, 9 and 10 of this Commitment Letter shall survive the termination of this Commitment Letter and shall remain in full force and effect in accordance with the terms therein.

4. Limited Recourse; Enforcement. Notwithstanding anything that may be expressed or implied in this Commitment Letter, or any document or instrument delivered in connection herewith, PubCo, by its acceptance of the benefits of the Commitment provided herein, agrees and acknowledges that no Person other than the Forward Purchaser shall have any obligations to PubCo hereunder and that, notwithstanding that the Forward Purchaser or any of its permitted assigns may be a limited partnership, separate limited partnership or limited liability company, no recourse hereunder or under any documents or instruments delivered in connection herewith or in respect of any oral representations or warranties made or alleged to have been made in connection herewith or therewith shall be had against any former, current or future director, officer, employee, representative, direct or indirect controlling Person, equityholder, general or limited partner, member, stockholder, incorporator, Affiliate, successor or permitted assign of the Forward Purchaser or any former, current or future director, officer, employee, representative, direct or indirect controlling Person, equityholder, general or limited partner, member, stockholder, incorporator, Affiliate, successor or permitted assign of any of the foregoing (each, other than the Forward Purchaser, a "Forward Purchaser Related Party"), whether by or through attempted piercing of the corporate (or limited liability company or limited partnership or separate limited partnership) veil, by or through a claim by or on behalf of PubCo or the Forward Purchaser against any Forward Purchaser Related Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise. It is expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Forward Purchaser Related Party for any obligations of the Forward Purchaser or any of the Forward Purchaser's successors or permitted assigns under this Commitment Letter or any documents or instruments delivered in connection herewith or in respect of any oral representations or warranties made or alleged to have been made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, or by reason of such obligations or their creation.

5. Transfer and Assignment; Third Party Beneficiaries.

(a) The Forward Purchaser shall not transfer, directly or indirectly, all or any portion of its Commitment except for transfers to (i) one or more trusts, funds, companies, partnerships or other Persons owned, managed, sponsored or advised, directly or indirectly, by the Forward Purchaser or any of its Affiliates (each an "Affiliated Fund") or (ii) one or more Affiliates of the Forward Purchaser and its Affiliated Funds (each of the entities referred to in clauses (i) and (ii) above, an 'Ultimate Purchaser"); provided, that, the Forward Purchaser shall remain obligated to fund its Commitment notwithstanding any such transfer. In each case of the Forward Purchaser's transfer of all or any portion of its Commitments pursuant to this paragraph, (x) the Ultimate Purchaser shall have provided a written agreement to the Company under which it agrees to (A) commit to fund or purchase such portion of the Forward Purchaser's Commitment and (B) be fully bound by, and subject to, this Commitment Letter as though it were the Forward Purchaser with respect to such Commitment, and (y) the Forward Purchaser and the Ultimate Purchaser shall have duly executed and delivered to the Company written notice of such transfer. Notwithstanding anything to the contrary, the term "Forward Purchaser" shall include any Ultimate Purchaser to whom a Commitment is transferred pursuant to the provisions of this paragraph.

(b) PubCo shall not assign any of its rights or obligations hereunder without the prior written consent of the Forward Purchaser.

(c) Any attempted transfer of Commitment or any of the rights or obligations under this Commitment Letter made in violation of this section shall be deemed null and void *ab initio* and of no force or effect and shall not create any obligation or liability of PubCo or the Forward Purchaser to the purported transferee.

(d) Except as otherwise provided in this Commitment Letter with respect to the Indemnified Persons, this Commitment Letter is not intended to and does not confer upon any Person other than the parties hereto any rights or remedies under this Commitment Letter.

6. Representations and Warranties.

(a) The Forward Purchaser represents and warrants to PubCo and the Company as follows solely with respect to itself:

(i) the Forward Purchaser has been duly organized or formed, as applicable, and is validly existing in good standing under the applicable laws of its jurisdiction of organization or formation. The Forward Purchaser has the requisite power and authority to enter into, execute and deliver this Commitment Letter and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Commitment Letter. This Commitment Letter has been duly and validly executed and delivered by the Forward Purchaser and, assuming due and valid execution hereof by PubCo, constitutes its valid and binding obligation, enforceable against the Forward Purchaser in accordance with its terms and subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law).

(ii) the Forward Purchaser will have on the date its Commitment hereunder is required to be performed, sufficient funds available to purchase its Commitment hereunder on the terms contemplated by this Commitment Letter and to consummate the other transactions contemplated by this Commitment Letter.

(iii) All consents, approvals, authorizations of, or filings with, any Governmental Authority necessary for the due execution, delivery and performance of this Commitment Letter by the Forward Purchaser have been obtained or made, and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority is required in connection with the execution, delivery, or performance of this Commitment Letter.

(iv) The execution, delivery and performance by the Forward Purchaser of this Commitment Letter do not and will not (a) violate the certificate of incorporation, bylaws, certificate of limited partnership, agreement of limited partnership, certificate of formation, limited liability company agreement or other organizational documents of the Forward Purchaser, (b) violate any law, rule, regulation, judgment, injunction, order or decree applicable to or binding upon the Forward Purchaser, (c) violate any contract, agreement, license, lease or other instrument, arrangement, commitment, obligation, understanding or restriction of any kind to which the Forward Purchaser is a party or is bound, or (d) require any consent or other action by any Person under, constitute a default under (with due notice or lapse of time or both), or give rise to any right of termination, cancellation or acceleration of any right or obligation of the Forward Purchaser under any provision of any agreement or other instrument binding upon the Forward Purchaser or any of its assets or properties.

(v) It has, and as of the Closing will have, sufficient financial resources (including liquidity) to perform the obligations required to be performed by it at the Closing.

(b) PubCo represents and warrants to the Forward Purchaser as follows:

(i) PubCo has been duly organized and is validly existing in good standing under the applicable laws of the jurisdiction of its organization or formation. PubCo has the requisite power and authority to enter into, execute and deliver this Commitment Letter and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Commitment Letter. This Commitment Letter has been duly and validly executed and delivered by PubCo and, assuming the due and valid execution hereof by the Forward Purchaser, constitutes its valid and binding obligation, enforceable against PubCo in accordance with its terms subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law).

(ii) All consents, approvals, authorizations of, or filings with, any Governmental Authority necessary for the due execution, delivery and performance of this Commitment Letter by PubCo have been obtained or made.

(iii) The execution, delivery and performance by PubCo of this Commitment Letter do not and will not (a) violate the certificate of incorporation, bylaws or other organizational documents of PubCo, (b) violate any law, rule, regulation, judgment, injunction, order or decree applicable to or binding upon PubCo, (c) violate any contract, agreement, license, lease or other instrument, arrangement, commitment, obligation, understanding or restriction of any kind to which PubCo is a party or is bound, or (d) require any consent or other action by any Person under, constitute a default under (with due notice or lapse of time or both), or give rise to any right of termination, cancellation or acceleration of any right or obligation of PubCo under any provision of any agreement or other instrument binding upon PubCo or any of its assets or properties.

7. Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Commitment Letter were not performed in accordance with the terms hereof and that the parties hereto shall be entitled to obtain an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Commitment Letter or to enforce specifically the performance of the terms and provisions hereof.

8. Governing Law; Waiver of Jury Trial; Jurisdiction. The Law of the State of Delaware shall govern (a) all claims or matters related to or arising from this Commitment Letter (including any tort or non-contractual claims) and (b) any questions concerning the construction, interpretation, validity and enforceability of this Commitment Letter, and the performance of the obligations imposed by this Commitment Letter, in each case without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware. EACH PARTY TO THIS COMMITMENT LETTER HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS COMMITMENT LETTER, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES HEREUNDER. THE PARTIES HERETO FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. Each of the parties hereto submits to the exclusive jurisdiction of first, the courts of the State of Delaware or if such court declines jurisdiction, then to the federal court sitting in the State of Delaware, in any action or Proceeding arising out of or relating to this Commitment Letter, agrees that all claims in respect of the action or Proceeding shall be heard and determined in any such court and agrees not to bring any Proceeding arising out of or relating to this Commitment Letter in any other courts. Nothing in this Section 8, however, shall affect the right of any party hereto to serve legal process in any other manner permitted by Law or at equity. Each party hereto agrees that a final judgment in any Proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law or at equity.

9. Amendments. This Commitment Letter represents the final agreement and the entire understanding among the parties hereto with respect to the subject matter hereof and may not be contradicted by evidence of prior or contemporaneous agreements and understandings of the parties. This Commitment Letter supersedes and replaces any prior understandings or proposals, whether oral, written or implied, between the parties hereto regarding the matters described herein. This Commitment Letter may only be modified, amended or supplemented by an agreement signed by PubCo and the Forward Purchaser.

10. Counterparts. This Commitment Letter may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to each other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have duly executed this Commitment Letter as of the date first above written.

R INVESTMENTS, LLC

By: /s/ Wilbur Ross
Name: Wilbur Ross
Title: Managing Member

Acknowledged and Agreed:

APRINOIA THERAPEUTICS HOLDINGS LIMITED

By: /s/ Jang Ming-Kuei
Name: Jang Ming-Kuei
Title: Director

APRINOIA THERAPEUTICS INC.

By: /s/ Jang Ming-Kuei
Name: Jang Ming-Kuei
Title: Director

Exhibit 99.1

APRINOIA Therapeutics and ROSS Acquisition Corp II Announce Business Combination Agreement to Create Publicly Listed Company Focused on Neurodegenerative Diseases

ROSS SPAC will issue $280 million of stock for APRINOIA Therapeutics

Precision Neurology Company Focused on Developing a Pipeline of Highly Specific Central Nervous System ("CNS") Diagnostics and Therapeutics, including CNS Protein Degraders

Anticipated Proceeds From Transaction Expected to Finance Several Key Therapeutic and Diagnostic Programs to Data Announcements

Business Combination is Expected to be Completed in 1H 2023 and the Combined Company is Expected to be traded on Nasdaq or NYSE upon Closing

Palm Beach, FL and CAMBRIDGE, MA, January 18, 2023 – APRINOIA Therapeutics Inc. ("APRINOIA"), a clinical-stage biotechnology company focused on neurodegenerative diseases such as Alzheimer's Disease ("AD") and Progressive Supranuclear Palsy ("PSP"), and Ross Acquisition Corp II (NYSE: ROSS, ROSS.U, ROSS WS) ("ROSS"), a special purpose acquisition company founded by former Commerce Secretary Wilbur Ross, today announced that they have entered into a definitive agreement (the "Business Combination Agreement") for a business combination (the "Business Combination").

ROSS and APRINOIA are combining at an implied fully diluted transaction equity value of US$280 million for APRINOIA. As part of the Business Combination, Mr. Ross has personally invested US$7.5 million through a convertible note and has committed to provide up to US$12.5 million of capital infusion at the closing of the Business Combination (the "Closing"). This funding is intended to meet the capital requirements needed to bring the company's lead product, 18F-APN-1607 ("APN-1607"), through to commercialization in China.

APRINOIA, incorporated in 2015, is a Cambridge, MA based global clinical-stage biotech company developing novel therapeutics and precision diagnostics for the treatments of neurodegenerative diseases in collaboration with leading global biotech companies such as Biogen and Celgene (acquired by Bristol Myers Squibb), which includes certain non-exclusive license agreements on its lead tau PET tracer, APN-1607. Concurrently with this announcement, APRINOIA is also announcing the out license of the China rights of APN-1607 to a large pharmaceutical company, whereby such company licensee has executed a binding term sheet agreeing to lead the product through its current Phase 3 trial in AD and target 2024 for commercialization of APN-1607 in China, subject to regulatory review and approval. The licensee has committed approximately US$8 million and RMB 14 million as an upfront payment and has committed to milestone payments and royalties of up to 15% of sales in China, where it is estimated that around 10 million people suffer from AD. APRINOIA will continue to lead the development of APN-1607 in other jurisdictions. APN-1607 is in a Phase 2 trial for AD, with sites in the United States, Japan, and Taiwan, and is preparing for a Phase 3 trial in PSP in the United States, subject to regulatory approval of the FDA.

APRINOIA has established four platforms with different modalities: unique PET diagnostic tracers, small molecule modulators, antibodies, and degraders. Each of the modalities targets pathological aggregated proteins such as tau, alpha-Synuclein, and TDP43 that contribute to the pathogenesis of rare dementia or movement disorders, including PSP, multiple system atrophy (“MSA”) and frontotemporal dementia (“FTD”), as well as common diseases such as AD and Parkinson’s diseases (“PD”).

APN-1607 is a new generation tau PET tracer with a higher specificity than older generations to the pathological tau aggregates and an improved off-target profile. APN-1607 has been validated in 2,600+ human subjects, demonstrating wide clinical utilities for AD and non-AD tauopathies, including PSP, corticobasal degeneration (“CBD”) and traumatic brain injuries to differentially quantify the amount and spatial distribution of tau protein abnormality in those patients. Its features potentially enable more accurate clinical diagnosis in earlier stages, distinguish different stages of these diseases, may help monitor disease progression over time, and potentially allow clinicians to differentiate among different types of neurodegenerative diseases. APRINOIA leverages the advantage of image-validated binders to form the core of its protein degraders, with the benefit of knowing that these binders have shown statistically significant correlation to disease worsening in diseases such as AD and PSP (based on physician scoring). It is APRINOIA’s goal, whether independently or with a pharma partner, to be the first company to advance a CNS protein degradation molecule into human clinical studies.

APRINOIA is also currently running a Phase 1 study in the United States for its tau antibody, APN-005. This antibody targets a conformational-dependent epitope in the mid-domain region of tau, which epitope is thought to be exclusively present on aggregated forms of tau.

“After 7 years of dedicated R&D on neurodegeneration to realize precision neuroscience, we are excited to take our company to the next level of finance and corporate development. Our R&D and collaboration successes are a demonstration of the quality of our products, our team, and the support of our research and commercial partners. We will continue to grow our company and our pipeline to develop innovative products for our physicians and patients with critical medical needs,” **said Ming-Kuei Jang, CEO of APRINOIA.**

“We are excited to partner with APRINOIA and support its quest in addressing one of the most important disease areas. With more than 6.5 million Alzheimer’s patients in the US currently, and an economic burden expected to reach over US$350 billion by 2040, it became clear that this was a problem worth our attention. APRINOIA’s tau approach is potentially complementary to beta-Amyloid based products like Lecanemab. We’re encouraged by the progress made in this field over the last two years, and believe we’re partnering with APRINOIA at the right time to continue advancing this field,” **added Wilbur Ross, CEO of ROSS.**

“APRINOIA is an advanced biotechnology company focused on tauopathies and alpha-synucleinopathies, which are neurodegenerative diseases that continue to alarmingly increase in numbers globally,” **added Nadim Qureshi, Head of M&A for ROSS.**

Proposed Business Combination Overview

ROSS has entered into the Business Combination Agreement with APRINOIA, pursuant to which APRINOIA and ROSS will each become a wholly owned subsidiary of the combined company, APRINOIA Therapeutics Holdings Limited, a newly formed entity (“PubCo”). The Business Combination values the post-closing combined business at a pro forma enterprise value of up to US$319.6 million.

As part of the Business Combination, all of APRINOIA’s existing shareholders will roll 100% of their shares in APRINOIA into PubCo. APRINOIA’s existing shareholders expect to hold between 42% and 74% of PubCo depending on the level of redemptions by ROSS shareholders.

APRINOIA will receive the remaining proceeds held in ROSS’s trust account following the redemptions by ROSS shareholders, an additional US$7.5 million from an affiliate of Mr. Wilbur Ross and US$5 million in commitments from other investors, including existing shareholders of APRINOIA. There is approximately US$350.6 million currently held in ROSS’s trust account.

The boards of directors of both ROSS and APRINOIA have each unanimously approved the proposed Business Combination, which is expected to close in the first half of this year, subject to customary approvals and conditions, including the approval by ROSS’s shareholders. Upon Closing, APRINOIA’s business will operate under the APRINOIA name. Pursuant to the terms of the Business Combination Agreement, as a closing condition, PubCo is required to cause the PubCo ordinary shares issued in connection with the Business Combination to be approved for listing on NYSE or Nasdaq, but there can be no assurance that such listing condition will be met.

Investor Presentation

APRINOIA and Ross Acquisition Corp II will be hosting an investor call and slide presentation at 4:30 pm ET on Wednesday, January 18, 2023. Webcast and dial-in information can be found below:

Webcast: https://event.choruscall.com/mediaframe/webcast.html?webcastid=GOhNT3ve

Conference Call: 877-407-8029 or +1 201 689-8029

An investor presentation with detailed information regarding the proposed Business Combination will be filed by ROSS as an exhibit to a Current Report on Form 8-K, which can be reviewed on the website of U.S. Securities and Exchange Commission (the "SEC") at www.sec.gov.

Advisors

BTIG, LLC acted as the financial advisor to APRINOIA in connection with the proposed Business Combination. Allele Capital Partners, LLC acted as a strategic advisor to APRINOIA.
Cooley LLP acted as legal advisor to APRINOIA in connection with the proposed Business Combination.

White & Case LLP acted as legal advisor to ROSS in connection with the proposed Business Combination. Jones Day acted as legal advisor to ROSS in connection with certain securities matters.

About APRINOIA

APRINOIA Therapeutics Inc., incorporated in 2015, is a Cambridge, MA based global clinical- stage biotech company developing novel therapeutics and precision diagnostics for the treatments of neurodegenerative diseases in collaboration with leading global biotech companies.

About Ross Acquisition Corp II

Ross Acquisition Corp II is a special purpose acquisition company sponsored by Ross Holding Company LLC, an affiliate of Wilbur L. Ross, Stephen J. Toy, and Nadim Z. Qureshi, for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses or assets. Ross Acquisition Corp II completed its initial public offering in March 2021, raising approximately $345 million in cash proceeds.

Additional Information and Where to Find It

This communication relates to the proposed Business Combination between ROSS and APRINOIA. In connection with the Business Combination, PubCo intends to file a registration statement on Form F-4 with the SEC, which will include a proxy statement to ROSS shareholders and a prospectus for the registration of PubCo securities to be issued in connection with the Business Combination (as amended from time to time, the "Registration Statement"). After the Registration Statement is declared effective by the SEC, the definitive proxy statement/prospectus and other relevant documents will be mailed to the shareholders of ROSS as of the record date in the future to be established for voting on the Business Combination and will contain important information about the Business Combination and related matters. Shareholders of ROSS and other interested persons are advised to read, when available, these materials (including any amendments or supplements thereto) and any other relevant documents, because they will contain important information about ROSS, PubCo, APRINOIA and the Business Combination. Shareholders and other interested persons will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus, and other relevant materials in connection with the Business Combination, without charge, once available, at the SEC's website at www.sec.gov or by directing a request to: Ross Acquisition Corp II, 1 Pelican Lane, Palm Beach, Florida 33480, Attn: Wilbur L. Ross Jr., Chief Executive Officer. The information contained on, or that may be accessed through, the websites referenced in this communication in each case is not incorporated by reference into, and is not a part of, this communication.

BEFORE MAKING ANY VOTING DECISION, INVESTORS AND SECURITY HOLDERS OF ROSS ARE URGED TO READ THE REGISTRATION STATEMENT, THE PROXY STATEMENT/PROSPECTUS AND ALL OTHER RELEVANT DOCUMENTS FILED OR THAT WILL BE FILED WITH THE SEC IN CONNECTION WITH THE BUSINESS COMBINATION AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE BUSINESS COMBINATION.

Participants in the Solicitation

ROSS, PubCo, APRINOIA and their respective directors and executive officers may be deemed participants in the solicitation of proxies from ROSS's shareholders in connection with the Business Combination. ROSS's shareholders and other interested persons may obtain, without charge, more detailed information regarding the directors and officers of ROSS in ROSS's Form 10-K, filed with the SEC on March 31, 2022, or its most recent Form 10-Q, filed with the SEC on November 14, 2022. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies to ROSS's shareholders in connection with the Business Combination will be set forth in the proxy statement/prospectus for the Business Combination, accompanying the Registration Statement that PubCo and ROSS intend to file with the SEC. Additional information regarding the interests of participants in the solicitation of proxies in connection with the Business Combination will likewise be included in that Registration Statement. You may obtain free copies of these documents as described above.

No Offer or Solicitation

This communication is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Business Combination and shall not constitute an offer to sell or a solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of 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 any such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act of 1933, as amended, or an exemption therefrom.

Cautionary Note Regarding Forward-Looking Statements

This communication contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. ROSS's, PubCo's and/or APRINOIA's actual results may differ from their expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Forward-looking statements include statements concerning plans, objectives, goals, strategies, future events or performance, and underlying assumptions and other statements that are other than statements of historical facts. No representations or warranties, express or implied are given in, or in respect of, this communication. When we use words such as "may," "will," "intend," "should," "believe," "expect," "anticipate," "project," "estimate" or similar expressions that do not relate solely to historical matters, it is making forward-looking statements.

These forward-looking statements and factors that may cause actual results to differ materially from current expectations include, but are not limited to: the ability of the parties to complete the Business Combination and other transactions contemplated by the Business Combination Agreement in a timely manner or at all; the risk that the Business Combination or other business combination may not be completed by ROSS's business combination deadline and the potential failure to obtain an extension of the business combination deadline; the outcome of any legal proceedings or government or regulatory action on inquiry that may be instituted against ROSS, PubCo, APRINOIA or others following the announcement of the Business Combination and any definitive agreements with respect thereto; the inability to satisfy the conditions to the consummation of the Business Combination, including the approval of the Business Combination by the shareholders of ROSS and APRINOIA; the occurrence of any event, change or other circumstance that could give rise to the termination of the Business Combination Agreement relating to the Business Combination; the ability to meet stock exchange listing standards following the consummation of the Business Combination; the effect of the announcement or pendency of the Business Combination on APRINOIA's business relationships, operating results, current plans and operations of PubCo and APRINOIA; the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition, the ability of PubCo to grow and manage growth profitably; the possibility that ROSS, PubCo and/or APRINOIA may be adversely affected by other economic, business, and/or competitive factors; estimates by ROSS, PubCo or APRINOIA of expenses and profitability; expectations with respect to future operating and financial performance and growth, including the timing of the completion of the Business Combination; plans, intentions or future operations of PubCo or APRINOIA, including relating to the finalization, completion of any studies, feasibility studies or other assessments or relating to attainment, retention or renewal of any assessments, permits, licenses or other governmental notices or approvals, or the commencement or continuation of any construction or operations of plants or facilities; APRINOIA's and PubCo's ability to execute on their business plans and strategy; and other risks and uncertainties described from time to time in filings with the SEC.

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 the Registration Statement referenced above and other documents filed by ROSS and PubCo 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. There may be additional risks that neither ROSS, PubCo nor APRINOIA presently know, or that ROSS, PubCo, and/or APRINOIA currently believe are immaterial, that could cause actual results to differ from those contained in the forward-looking statements. For these reasons, among others, investors and other interested persons are cautioned not to place undue reliance upon any forward-looking statements in this communication. None of ROSS, PubCo or APRINOIA undertakes any obligation to publicly revise these forward-looking statements to reflect events or circumstances that arise after the date of this communication, except as required by applicable law.

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Exhibit 99.2

APRINOIA

Bringing Precision to Neurodegeneration

January 2023

'apri', from the Latin word "apricum", meaning sunlight
'noia' the Greek suffix for the mind

Disclaimer

About This Presentation

By attending the meeting where this presentation is made, or by reading the presentation materials, you agree to be bound by the following limitations: this presentation has been prepared by representatives of APRINOIA Therapeutics Inc. ("APRINOIA") for use in presentations by APRINOIA at investor meetings for information purposes in connection with a proposed business combination (the "Business Combination") among APRINOIA, Ross Acquisition Corp II ("ROSS"), APRINOIA Therapeutics Holdings Limited ("PubCo"), and other parties, and for no other purposes. No part of this presentation should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever.

No Offer or Solicitation

This communication is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Business Combination and shall not constitute an offer to sell or a solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of 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 any such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act of 1933, as amended, or an exemption therefrom.

No Representations or Warranties

No representation or warranty, express or implied, is made as to, and no reliance should be placed on, the fairness, accuracy, completeness or correctness of the information, or opinions contained herein. Neither APRINOIA, ROSS, PubCo, nor any of their respective directors, officers, partners, employees, affiliates, agents, advisors or representatives shall have any responsibility or liability whatsoever (for negligence or otherwise) for any loss howsoever arising from any use of this presentation or its contents or otherwise arising in connection with this presentation. The information set out herein has not been independently verified and may be subject to updating, completion, revision and amendment and such information may change materially.

This presentation is based on the economic, regulatory, market and other conditions as in effect on the date hereof. It should be understood that subsequent developments may affect the information contained in this presentation, which neither APRINOIA, ROSS, PubCo, nor any of their respective directors, officers, partners, employees, affiliates, agents, advisors or representatives is under an obligation to update, revise or affirm.

Industry and Market Data

This presentation also contains information, estimates and other statistical data derived from third party sources, publicly available information, various industry publications, internal data and estimates, and assumptions made by APRINOIA based on such source's and APRINOIA's knowledge of the clinical-stage biotechnology industry. Information concerning APRINOIA's industry, including APRINOIA's general expectations and market position, is based on information obtained from various independent publicly available sources and reports, as well as management estimates. This information and any estimates provided herein involve numerous assumptions and limitations, including those related to the nature of the techniques and methodologies used in market research, and third party sources cannot guarantee the accuracy of such information. You are cautioned not to give undue weight on such estimates. Neither ROSS, APRINOIA, nor PubCo has independently verified information derived from third party sources, and makes no representation, express or implied, as to the accuracy, completeness, timeliness, reliability or availability of, such third party information. ROSS, APRINOIA and PubCo may have supplemented such information where necessary, taking into account publicly available information about other industry participants. The industry in which APRINOIA operates is subject to a high degree of uncertainty and risk. As a result, the estimates and market and industry information provided in this presentation are subject to change

Trademarks

This presentation may contain trademarks, service marks, trade names and copyrights of other companies, which are the property of their respective owners, and APRINOIA's and ROSS's use thereof does not imply an affiliation with, or endorsement by, the owners of such trademarks, service marks, trade names and copyrights. Solely for convenience, some of the trademarks, service marks, trade names and copyrights referred to in this presentation may be listed without the TM, SM © or ® symbols, but ROSS, APRINOIA, PubCo, and their affiliates will assert, to the fullest extent under applicable law, the rights of the applicable owners, if any, to these trademarks, service marks, trade names and copyrights.

Disclaimer

Cautionary Note Regarding Forward-Looking Statements

This communication contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. ROSS's, PubCo's and/or APRINOIA's actual results may differ from their expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Forward-looking statements include statements concerning plans, objectives, goals, strategies, future events or performance, and underlying assumptions and other statements that are other than statements of historical facts. No representations or warranties, express or implied are given in, or in respect of, this communication. When we use words such as "may," "will," "intend," "should," "believe," "expect," "anticipate," "project," "estimate" or similar expressions that do not relate solely to historical matters, it is making forward-looking statements.

These forward-looking statements and factors that may cause actual results to differ materially from current expectations include, but are not limited to: the ability of the parties to complete the Business Combination and other transactions contemplated by the Business Combination Agreement in a timely manner or at all; the risk that the Business Combination or other business combination may not be completed by ROSS's business combination deadline and the potential failure to obtain an extension of the business combination deadline; the outcome of any legal proceedings or government or regulatory action on inquiry that may be instituted against ROSS, PubCo, APRINOIA or others following the announcement of the Business Combination and any definitive agreements with respect thereto; the inability to satisfy the conditions to the consummation of the Business Combination, including the approval of the Business Combination by the shareholders of ROSS and APRINOIA; the occurrence of any event, change or other circumstance that could give rise to the termination of the Business Combination Agreement relating to the Business Combination; the ability to meet stock exchange listing standards following the consummation of the Business Combination; the effect of the announcement or pendency of the Business Combination on APRINOIA's business relationships, operating results, current plans and operations of PubCo and APRINOIA; the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition, the ability of PubCo to grow and manage growth profitably; the possibility that ROSS, PubCo and/or APRINOIA may be adversely affected by other economic, business, and/or competitive factors; estimates by ROSS, PubCo or APRINOIA of expenses and profitability; expectations with respect to future operating and financial performance and growth, including the timing of the completion of the Business Combination; plans, intentions or future operations of PubCo or APRINOIA, including relating to the finalization, completion of any studies, feasibility studies or other assessments or relating to attainment, retention or renewal of any assessments, permits, licenses or other governmental notices or approvals, or the commencement or continuation of any construction or operations of plants or facilities; APRINOIA's and PubCo's ability to execute on their business plans and strategy; and other risks and uncertainties described from time to time in filings with the SEC.

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 a registration statement (as may be amended from time to time, the "Registration Statement") to be filed by PubCo in connection with the Business Combination and other documents filed by ROSS and PubCo 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. There may be additional risks that neither ROSS, PubCo nor APRINOIA presently know, or that ROSS, PubCo, and/or APRINOIA currently believe are immaterial, that could cause actual results to differ from those contained in the forward-looking statements. For these reasons, among others, investors and other interested persons are cautioned not to place undue reliance upon any forward-looking statements in this communication. None of ROSS, PubCo or APRINOIA undertakes any obligation to publicly revise these forward-looking statements to reflect events or circumstances that arise after the date of this communication, except as required by applicable law.

Disclaimer

Additional Information and Where to Find It

This communication relates to the proposed Business Combination between ROSS and APRINOIA. In connection with the Business Combination, PubCo intends to file a registration statement on Form F-4 with the SEC, which will include a proxy statement to ROSS shareholders and a prospectus for the registration of PubCo securities to be issued in connection with the Business Combination (as amended from time to time, the "Registration Statement"). After the Registration Statement is declared effective by the SEC, the definitive proxy statement/prospectus and other relevant documents will be mailed to the shareholders of ROSS as of the record date in the future to be established for voting on the Business Combination and will contain important information about the Business Combination and related matters. Shareholders of ROSS and other interested persons are advised to read, when available, these materials (including any amendments or supplements thereto) and any other relevant documents, because they will contain important information about ROSS, PubCo, APRINOIA and the Business Combination. Shareholders and other interested persons will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus, and other relevant materials in connection with the Business Combination, without charge, once available, at the SEC's website at www.sec.gov or by directing a request to: Ross Acquisition Corp II, 1 Pelican Lane, Palm Beach, Florida, Attn: Wilbur L. Ross Jr., Chief Executive Officer. The information contained on, or that may be accessed through, the websites referenced in this communication in each case is not incorporated by reference into, and is not a part of, this communication.

BEFORE MAKING ANY VOTING DECISION, INVESTORS AND SECURITY HOLDERS OF ROSS ARE URGED TO READ THE REGISTRATION STATEMENT, THE PROXY STATEMENT/PROSPECTUS AND ALL OTHER RELEVANT DOCUMENTS FILED OR THAT WILL BE FILED WITH THE SEC IN CONNECTION WITH THE BUSINESS COMBINATION AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE BUSINESS COMBINATION.

Participants in the Solicitation

ROSS, PubCo, APRINOIA and their respective directors and executive officers may be deemed participants in the solicitation of proxies from ROSS's shareholders in connection with the Business Combination. ROSS's shareholders and other interested persons may obtain, without charge, more detailed information regarding the directors and officers of ROSS in ROSS's Form 10-K, filed with the SEC on March 31, 2022, or its most recent Form 10-Q, filed with the SEC on November 14, 2022. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies to ROSS's shareholders in connection with the Business Combination will be set forth in the proxy statement/prospectus for the Business Combination, accompanying the Registration Statement that PubCo and ROSS intend to file with the SEC. Additional information regarding the interests of participants in the solicitation of proxies in connection with the Business Combination will likewise be included in that Registration Statement. You may obtain free copies of these documents as described above.

Risk Factors

Risks Related to APRINOIA's Limited Operating History, Financial Position and Need for Additional Capital

- APRINOIA is a clinical-stage biotechnology company with a limited operating history and faces significant challenges and expenses as it builds its capabilities and develops its pipeline of diagnostic and therapeutic product candidates.
- APRINOIA has incurred net losses since its inception and anticipates that it will continue to incur significant losses for the foreseeable future. APRINOIA has never generated any revenue from product sales and may never be profitable.
- APRINOIA may need to acquire funding from time to time to complete the development and any commercialization of its product candidates, which may not be available on acceptable terms, or at all. If APRINOIA is unable to raise capital when needed, it may be forced to delay, reduce or eliminate certain of its product development programs or other operations.
- Raising additional capital may cause dilution to the interests of APRINOIA's shareholders, restrict APRINOIA's operations or require it to relinquish rights to its technologies or product candidates.
- APRINOIA is heavily dependent on the success of its lead diagnostic product candidate ^{18}F-APN-1607 (tau PET tracer), and to a lesser extent APN-mAb005, its anti-tau antibody candidate, and degrader programs, all of which are currently or expected to be in clinical development. If APRINOIA's clinical trials are unsuccessful, it or its licensing or collaboration partners do not obtain regulatory approval or it is unable to commercialize ^{18}F-APN-1607, APN-mAb005, degraders, or it experiences significant delays in doing so, its business, financial condition and results of operations will be materially adversely affected.
- APRINOIA operates in highly competitive and rapidly changing industries. Its competitors are evaluating diagnostic product candidates in the same indication as its lead diagnostic product candidate, ^{18}F-APN-1607 (tau PET tracer), and could enter the market with competing products of its product candidates, which may result in a material decline in sales of affected product candidates.
- Even if APRINIOA successfully obtains regulatory approvals for its product candidates, the products may not gain market acceptance, in which case APRINOIA may not be able to generate product revenues, which will materially adversely affect its business, financial condition and results of operations.
- Results of preclinical studies or early phases of clinical trials may not be predictive of future study results.
- Clinical trials are difficult to design and implement, involve uncertain outcomes and may not be successful.
- APRINOIA depends on enrollment of patients in its clinical trials for its product candidates. If it encounters difficulties enrolling patients in its clinical trials, its clinical development activities could be delayed or otherwise adversely affected.
- If serious adverse, undesirable or unacceptable side effects are identified during the development of APRINOIA's product candidates or following approval, if any, APRINOIA may need to abandon its development of such product candidates, the commercial profile of any approved label may be limited, or APRINOIA may be subject to other significant negative consequences following marketing approval, if any.
- If the clinical trials of any of APRINOIA's product candidates fail to demonstrate safety and efficacy to the satisfaction of the FDA, the NMPA or other regulatory authorities, or do not otherwise produce favorable results, APRINOIA may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of its product candidates.
- Preliminary, interim and topline data from APRINOIA's clinical trials that it may announce or publish from time to time may change as more patient data become available and are subject to audit and verification procedures that could result in material changes in the final data.
- APRINOIA's preclinical programs may experience delays or may never advance to clinical trials, which would adversely affect APRINOIA's ability to obtain regulatory approvals or commercialize these product candidates on a timely basis or at all, which would have an adverse effect on APRINOIA's business.
- APRINOIA may not be successful in its efforts to extend its pipeline of product candidates, including identifying or discovering additional product candidates in the future.
- Due to APRINOIA's limited resources and access to capital, APRINOIA must prioritize development of certain product candidates. Therefore, it may fail to capitalize on product candidates or indications that may be more profitable or have a greater likelihood of success.
- Changes in methods of product candidate manufacturing may result in additional costs or delays.
- APRINOIA may seek to obtain orphan drug designation for certain of its product candidates such as ^{18}F-APN-1607. Orphan drug designation may not ensure that APRINOIA will enjoy market exclusivity in a particular market, and if it fails to obtain or maintain orphan drug exclusivity for such product candidates, it may be subject to earlier competition and its potential revenue will be reduced.

Risk Factors

Risks Related to APRINOIA's Business Operations

- As a company currently with substantial operations outside of the United States, APRINOIA's business is subject to economic, political, regulatory and other risks associated with international operations.
- APRINOIA's future growth and ability to compete depends on retaining its key personnel and recruiting additional qualified personnel.
- APRINOIA is a fast-growing emerging company and expects to expand its development, and regulatory capabilities, and as a result, it may encounter difficulties in managing its growth, which could disrupt our operations.
- The COVID-19 pandemic could adversely impact APRINOIA's business, including its clinical trials.
- APRINOIA has granted, and may continue to grant, options and other types of awards under its share incentive plans, which may result in significant share-based non-cash compensation expenses and you will incur immediate and substantial dilution.
- APRINOIA's research and development activities could be affected or delayed because of possible restrictions on animal testing.
- APRINOIA's information technology systems could face serious disruptions that could adversely affect its business.
- APRINOIA is or may become subject to a variety of privacy and data security laws, policies and contractual obligations, and its failure or failure of its third-party vendors, collaborators, contractors or consultants to comply with them could harm APRINOIA's business.

Risks Related to APRINOIA's Relationships with Third Parties

- If APRINOIA fails to maintain its relationships with its current or future business and licensing partners, its business, commercialization prospects and financial condition may be materially adversely affected.
- APRINOIA may seek to form additional strategic alliances in the future with respect to its product candidates, and if it does not realize the benefits of such alliances, its business, financial condition, commercialization prospects and results of operations may be materially adversely affected.
- APRINOIA relies on third parties to conduct its nonclinical and clinical studies and perform other tasks for it. If these third parties do not successfully carry out their contractual duties, meet expected deadlines, or comply with regulatory requirements, APRINOIA may not be able to obtain regulatory approval for or commercialize our product candidates and its business could be substantially harmed.
- APRINOIA currently relies on third-party suppliers for the manufacturing and supply of certain of its product candidates for use in preclinical testing and clinical trials or for commercial use in the future, which supply could become limited or interrupted or may not be of satisfactory quality and quantity. Our dependence on these third parties may also impair the advancement of our research and development programs and the development of our product candidates.
- If APRINOIA engages in future acquisitions or strategic collaborations, this may increase its capital requirements, dilute its shareholders, cause it to incur debt or assume contingent liabilities and subject it to other risks.

Risks Related to the Commercialization of APRINOIA's Product Candidates

- If APRINOIA is unable to establish sales, marketing and distribution capabilities for its product candidates, or enter into sales, marketing and distribution agreements with third parties, it may not be successful in commercializing its product candidates, if and when they are approved.
- The successful commercialization of its product candidates will depend in part on the extent to which governmental authorities and health insurers establish adequate coverage and reimbursement levels and pricing policies.
- APRINOIA has never commercialized a product candidate before, which may make it difficult to evaluate the prospects for its future viability, and may lack the necessary expertise, personnel and resources to successfully commercialize its product candidates on its own or together with suitable partners.
- APRINOIA's projections regarding the size of the addressable market of its product candidates may be incorrect. In addition, the market opportunities for its diagnostic product candidates may be limited, as the relevant effective treatments for those patients may be unavailable.
- APRINOIA may become exposed to costly and damaging liability claims, either when testing its product candidates in the clinic or at the commercial stage, which may limit commercialization of any product candidates that it may develop, and its product liability insurance may not cover all damages from such claims.

Risk Factors

Risks Related to Regulatory Approval of APRINOIA's Product Candidates and Other Legal Compliance Matters

- All material aspects of the research, development, manufacturing and commercialization of pharmaceutical products are heavily regulated, and APRINOIA may face difficulties in complying with or be unable to comply with such regulations, which could have a material adverse effect on APRINOIA's business.
- The approval processes of regulatory authorities in the United States and other applicable jurisdictions are lengthy, time-consuming and inherently unpredictable. If APRINOIA is ultimately unable to obtain regulatory approval for APRINOIA's product candidates, APRINOIA's business will be substantially harmed.
- Even if APRINOIA completes the necessary preclinical studies and clinical trials, the regulatory approval process is expensive, time-consuming and uncertain and may prevent APRINOIA from obtaining approvals for the commercialization of some or all of its product candidates. As a result, it cannot predict when or if, and in which territories, it will obtain marketing approval to commercialize product candidates.
- APRINOIA obtaining and maintaining regulatory approval of its product candidates in one jurisdiction does not mean that it will be successful in obtaining regulatory approval of its product candidates in other jurisdictions.
- APRINOIA is currently conducting and may in the future conduct clinical trials for its product candidates outside the United States, and the FDA and comparable foreign regulatory authorities may not accept data from such trials.
- Any product candidate for which APRINOIA obtains marketing approval may be subject to post-approval regulatory obligations and continued regulatory review, which may result in significant additional expense, and APRINOIA may be subject to penalties if it fails to comply with regulatory requirements or experience unanticipated problems with its diagnostic and therapeutic product candidates.
- APRINOIA's employees, independent contractors, CMOs, consultants, commercial partners and vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.
- Recently enacted and future legislation may increase the difficulty and cost for APRINOIA to obtain regulatory approval of and commercialize its diagnostic and therapeutic candidates and affect the prices it may obtain.
- APRINOIA is subject to certain foreign export and import controls, sanctions, embargoes, anti-corruption laws, and anti-money laundering laws and regulations. Any violation of such laws and regulations may subject it to criminal liability and other serious consequences.
- If APRINOIA fails to comply with environmental, health and safety and social impact assessment laws and regulations, APRINOIA could become subject to fines or penalties or incur costs that could harm its business.
- APRINOIA's business operations and relationships with healthcare professionals, consultants, customers and third-party payors in the United States and elsewhere are subject, directly or indirectly, to applicable anti-kickback, fraud and abuse, false claims, physician payment transparency, health information privacy and security and other healthcare laws and regulations, which could expose it to substantial penalties.

Risk Factors

Risks Related to APRINOIA's Intellectual Property

- APRINOIA may not have sufficient patent terms to effectively protect its future approved product candidates and business.
- If APRINOIA is or its licensing or collaboration partners are unable to obtain, maintain, defend and enforce patent and other intellectual property rights for its technologies and product candidates, or if the scope of the patent and other intellectual property rights obtained is not sufficiently broad, APRINOIA's competitors and other third parties could develop and commercialize technology and biologics similar or identical to APRINOIA's, and its ability to successfully commercialize its technology and product candidates may be impaired.
- APRINOIA or its licensing or collaboration partners may become subject to intellectual property-related litigation or other proceedings to protect or enforce APRINOIA's patents or the patents of its licensors or collaborators, any of which could be expensive, time consuming, and unsuccessful, and may ultimately result in APRINOIA's loss of ownership of intellectual property.
- APRINOIA may be subject to claims challenging the inventorship of its patents and other intellectual property.
- APRINOIA may need to license intellectual property from third parties, and such licenses may not be available or may not be available on commercially reasonable terms or at all.
- Any trademarks APRINOIA may obtain may be infringed or successfully challenged, resulting in harm to its business.
- Changes in patent law in the United States and other applicable jurisdictions could diminish the value of patents in general, thereby impairing APRINOIA's ability to protect its future approved product candidates.
- APRINOIA may not be able to protect its intellectual property rights throughout the world.
- Confidentiality agreements with employees and third parties may not prevent unauthorized disclosure of trade secrets and other proprietary information.
- Obtaining and maintaining patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and APRINOIA's patent protection could be reduced or eliminated for non-compliance with these requirements.

Risks Related to ROSS, the Business Combination and PubCo's Securities Following Consummation of the Business Combination

- Ross Holding Company LLC (the "Sponsor") has agreed to vote in favor of the Business Combination, regardless of how ROSS's public shareholders vote which will increase the likelihood that ROSS will receive the requisite shareholder approval for the Business Combination even if a substantial number of public shares are voted against the Business Combination.
- The Sponsor and directors and officers of ROSS have interests in the Business Combination which may be different from or in addition to (and which may conflict with) the interests of its shareholders.
- The Sponsor, and ROSS's directors, officers, advisors and their affiliates may, subject to compliance with applicable law, enter into certain transactions, including purchasing shares or warrants from public shareholders, with the purpose of decreasing the number of redemptions, which may reduce the public "float" of its securities.
- There can be no assurance that the shares issued in connection with the Business Combination will be approved for listing on Nasdaq or the NYSE or that the combined company will be able to comply with the continued listing standards of Nasdaq or the NYSE, as applicable, which could limit investors' ability to make transactions in the combined company's securities and subject the combined company to additional trading restrictions.
- The ability of ROSS shareholders to exercise redemption rights with respect to a large number of ROSS shares could deplete the ROSS trust account prior to the Business Combination and thereby diminish the amount of working capital of the combined company.
- The grant and future exercise of registration rights may adversely affect the market price of PubCo ordinary shares upon consummation of the Business Combination.
- The ROSS board of directors did not obtain a third-party valuation in determining whether or not to pursue the Business Combination.
- The consummation of the Business Combination is subject to a number of conditions and if those conditions are not satisfied or waived, the Business Combination agreement may be terminated in accordance with its terms and the Business Combination may not be complete.
- Legal proceedings in connection with the Business Combination, the outcomes of which are uncertain, could delay or prevent the completion of the Business Combination.
- Each of APRINOIA and ROSS will incur significant transaction costs in connection with the Business Combination.
- If ROSS is unable to complete the Business Combination with APRINOIA or another business combination by March 16, 2023 (or such later date as may be agreed by ROSS shareholders), ROSS will cease all operations except for the purpose of winding up, redeeming 100% of the outstanding public shares and, subject to the approval of its remaining shareholders and its board of directors, dissolving and liquidating.
- If ROSS were deemed an "investment company" under the Investment Company Act, it may be required to institute burdensome compliance requirements and its activities may be restricted, which may make it difficult to complete the Business Combination.
- If the benefits of the Business Combination do not meet the expectations of investors or securities analysts, the market price of PubCo ordinary shares may decline.
- An active trading market for PubCo's ordinary shares may not be available on a consistent basis to provide shareholders with adequate liquidity. The share price may be volatile, and shareholders could lose a significant part of their investment.

Transaction Overview – 86% Redemptions

Transaction Summary

- APRINOIA has entered into a definitive agreement to merge with Ross Acquisition Corp. II (NYSE:ROSS), valuing the combined entity at a $319.6 million pro forma enterprise value
- All-primary transaction will result in gross proceeds of $72.5 million through a combination of:
  - ROSS $50.0 million cash in trust[1]
  - $12.5 million convertible notes
  - $10.0 million strategic commitment from Pharma partnership
- ROSS CEO will provide an equity backstop of up to $12.5 million
- ROSS Sponsor has agreed to forfeit 35% of its promote and tie another 25% to a stock price-based earnout
- Closing expected in 1H 2023

Pro Forma Valuation

($M, except per share amount)

Share Price	**$10.00**
Pro Forma Shares Outstanding (M)	**38.0**[2]
Pro Forma Equity Value	**$380.1**
(+) Debt	$0.0
(-) Cash[1]	**($60.5)**
Pro Forma Enterprise Value	**$319.6**

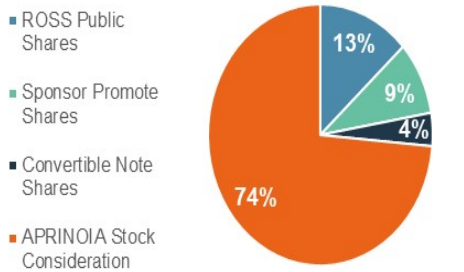
Illustrative Sources & Uses

($M)

Sources	
APRINOIA Stock Consideration	**$280.0**
ROSS Cash in Trust	**50.0**[1]
Convertible Notes	**12.5**
Strategic Investor Commitment	**10.0**
Total	**$352.5**

Uses	
APRINOIA Stock Consideration	**$280.0**
Cash to Balance Sheet	**60.5**
Estimated Transaction Costs	**12.0**
Total	**$352.5**

Illustrative Pro Forma Ownership[3]



Notes: Assumes no cash or debt on the balance sheet prior to the transaction.
(1) Assumes 86% redemptions from the $350.6M trust.
(2) Includes 28.0M consideration shares to APRINOIA, 5.0M shares to ROSS shareholders, 1.6M convertible notes shares assuming full conversion at an $8.00 conversion price, and 3.5M sponsor promote shares.
(3) Assumes 86% redemptions and excludes 2.2M sponsor promote earnout shares, 11.5M public warrants, and 5.9M sponsor warrants.

ROSS SPAC Overview – Global Investment Experience

Wilbur L. Ross, Jr.

President, Chief Executive Officer and Chairman of the Board, Former US Secretary of Commerce

- Restructured over $400bn of assets in various industries across more than 150 transactions, including founding $500m founding WL Ross Holding Corp in 2014

Stephen J. Toy

Chief Financial Officer, Co – Founder and Managing Partner of BroadPeak Global LP

- Board of Director and Management experience cultivated during his time at Plascar Participações Industriais SA, WL Ross Holding Corp., Rothschild and WL Ross & Co. LLC

Nadim Qureshi

Head of M&A, Co – Founder and Managing Partner at BroadPeak Global LP

- Global transaction, board, and executive leadership experience with a vast network of executives & intermediaries. As part of a private equity consortium, BroadPeak acquired DuPont's clean technology business for $510mm

WL Ross / Nexeo Solutions

Identify

WL Ross Holding Corp. team identified Nexeo Solutions, a global materials distributor for chemicals & plastic products in North America, EMEA and Asia

Invest

WL Ross Holding Corp. announced the acquisition in 2016 for $1.65bn $1,296mm in cash and assumed net debt, up to 35mm shares of common stock ($350mm(2)) and in exchange of warrants for 2.2mm shares

nexeo solutions

★ De - SPAC

2016

Thesis

Management identified and implemented key business strategy enhancements to drive organic growth and provided guidance in navigating the public markets

Exit

In less then three years from acquisition, Univar Inc. (NYSE: UNVR) acquired Nexeo Solutions in 2019

Management Team

Ming-Kuei Jang, Ph.D.

Founder & Chief Executive Officer

Expert in neurodegenerative diseases, synaptic functions, and novel biomarker discovery

GlaxoSmithKline · MD Anderson Cancer Center · MERCK

Bradford Navia, M.D., Ph.D.

Chief Medical Officer

Background in extensive clinical development, Parkinson's Disease, ALS, and Alzheimer's Disease

Eisai · Johnson & Johnson · sunovion

Masaomi Miyamoto, Ph.D.

Japan Site Head

Experience in CNS pharmacology, Alzheimer's disease, sleep disorders, and drug development

Takeda · SEIKAGAKU CORPORATION

Paul Tempest, Ph.D.

Head of Medicinal Chemistry

Prior history in neurodegeneration, oncology, cardiovascular diseases, and metabolic diseases

AMGEN · MERCK · ChemPartner

Scientific Advisory Board

Mark Shearman, PhD
CSO, Editas Medicine
SAB Member, APRINOIA

editas MEDICINE · MERCK

Jeff Cummings, MD
Research Prof., UNLV
SAB Member, APRINOIA

UNLV · Cleveland Clinic

Brad Hyman, MD, PhD
John B. Penney, Jr. Professor of Neurology at Harvard Medical School
SAB Member, APRINOIA

MGH 1811

OUR MISSION:

shine light on toxic targets within the brain
&
shed a ray of hope to patients

...leveraging best in class:

science & partners

Tau PET Tracers | Tau & aSyn Degraders | Tau Antibodies

Biogen | Bristol Myers Squibb | abbvie | Lundbeck

Investment Highlights

Tau Tracer in Phase 3 in China and Phase 2/3 in the US - **Validated in 2,600+ patients**
Discovered through a platform of **small molecules** that have generated exciting candidates for accurate **imaging diagnostics** and targeted **therapeutics**

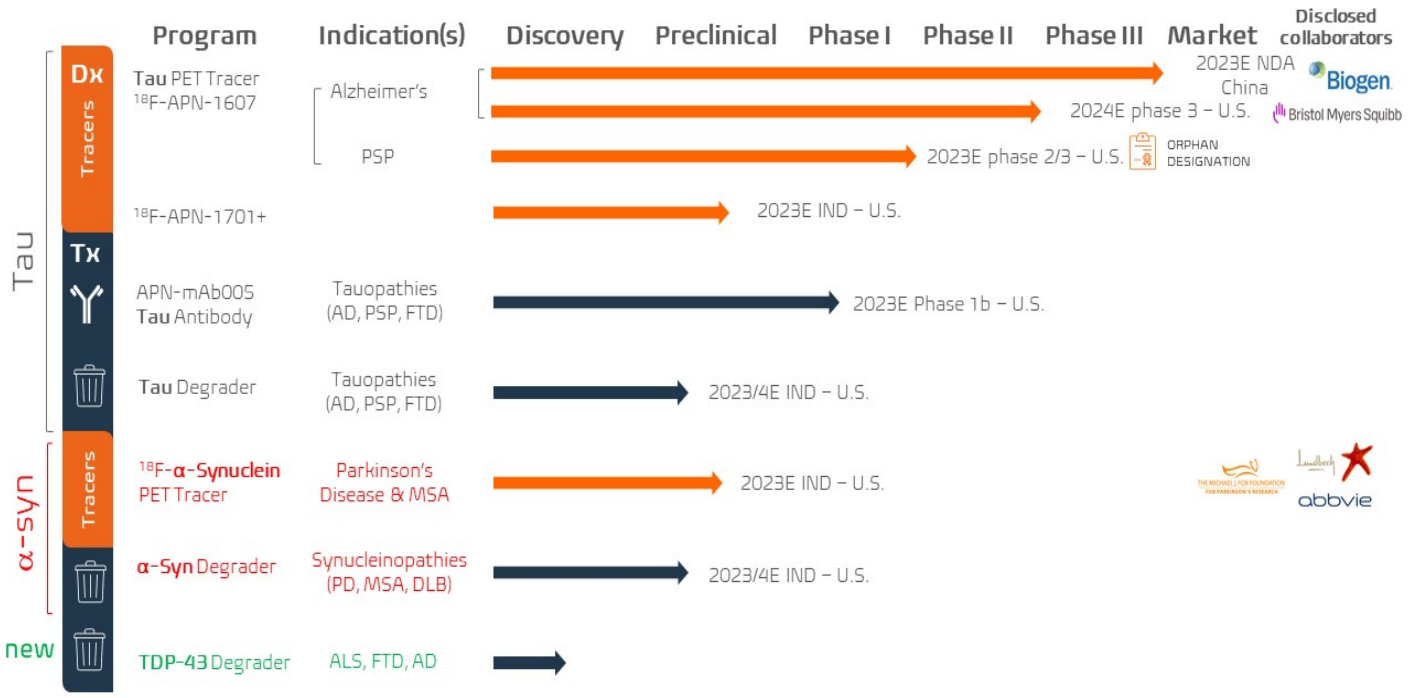
Tau Antibody in Global Phase 1
A collection of disease-specific **tau antibodies** with novel properties

A therapeutic pipeline with diverse treatment strategies, including potential **first-in-class protein degraders**, modulators, and patient-tissue validated antibodies

Ongoing collaborations and licensing agreements
with world leading neuroscience companies

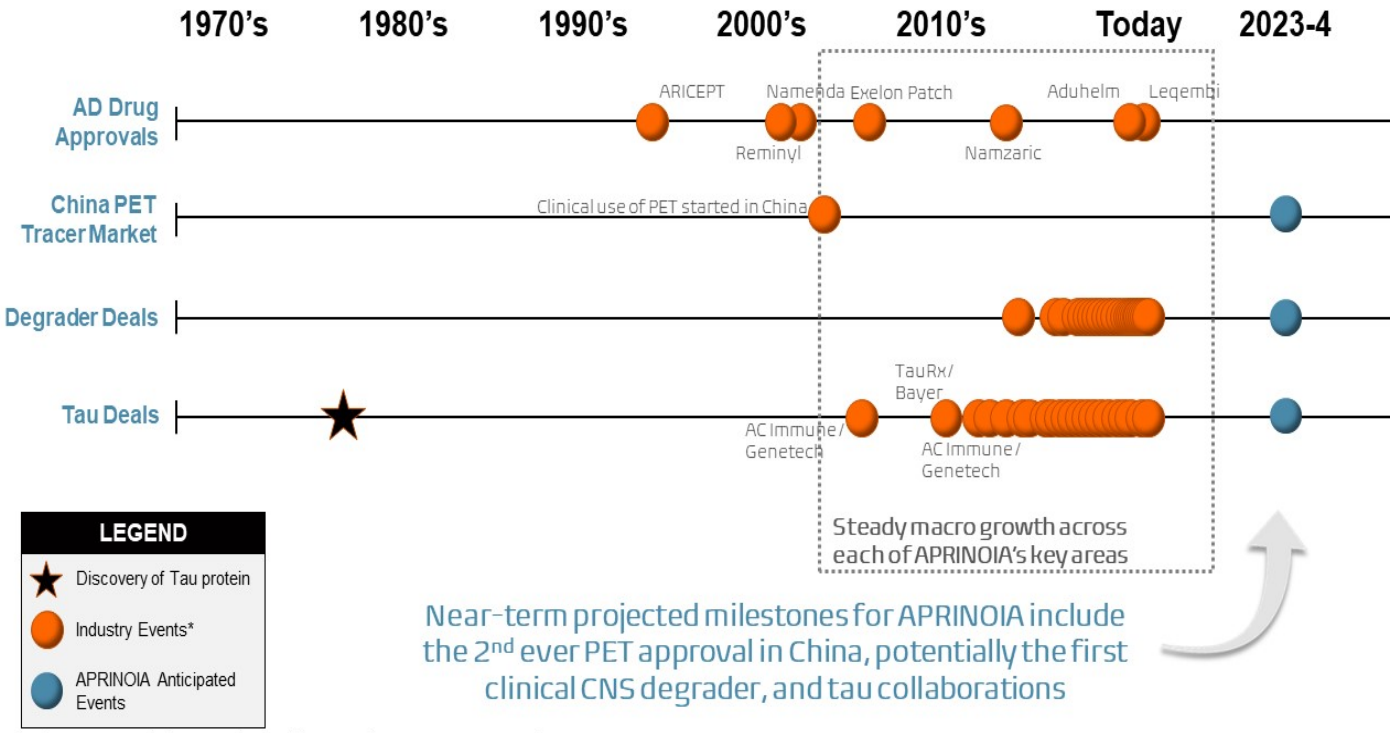
Meaningful clinical and platform catalysts expected within the next 18 months

Our future **pipeline** includes many diagnostic and therapeutic products*



*Pipeline composition and milestone timing are based on management's expectations, subject to change

Significant Macro Momentum Across Our Domains



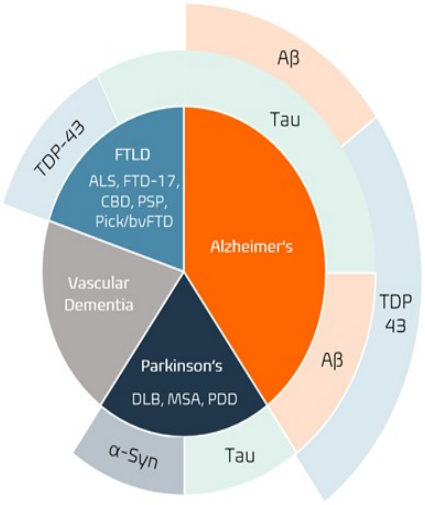
LEGEND

- Discovery of Tau protein
- Industry Events*
- APRINOIA Anticipated Events

Near-term projected milestones for APRINOIA include the 2nd ever PET approval in China, potentially the first clinical CNS degrader, and tau collaborations

*Industry events include partnerships, collaborations, licensing agreements, and M&A

Toxic protein aggregates, a common feature of neurodegenerative diseases



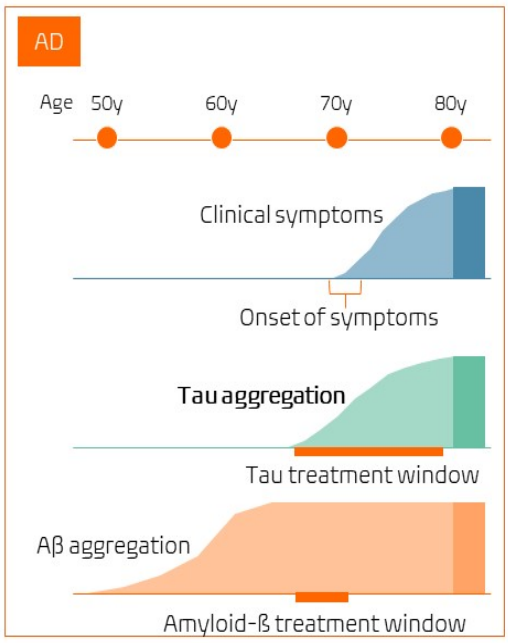
Tau aggregation is the key driver in Primary Tauopathies (e.g., PSP).

Different isoform compositions (4R-, 3R-, or 4R/3R mixed) drive distinct pathologies in different diseases.

AD is a heterogeneous disease of which tau is only one driver.

In AD specifically, onset of tau pathology is more closely correlative with onset of clinical symptoms

Onset of Aβ pathology can precede cognitive decline by a decade



Lecanemab's success is only the beginning...

Lecanemab learnings

Recent AD Success has shown that:

(1) disease stage matters,
(2) Target species matters,
(3) Patient selection matters,
(4) Biomarker measurement of drug effects matters

In the future...

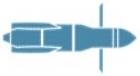
→ More targets will require modulation in order to address patients outside the reach of A-Beta therapies

→ Combination therapy will likely become standard practice

→ Newer modalities may broaden our ability to target certain disease drivers

APRINOIA's strategy is built upon these foundational underpinnings...

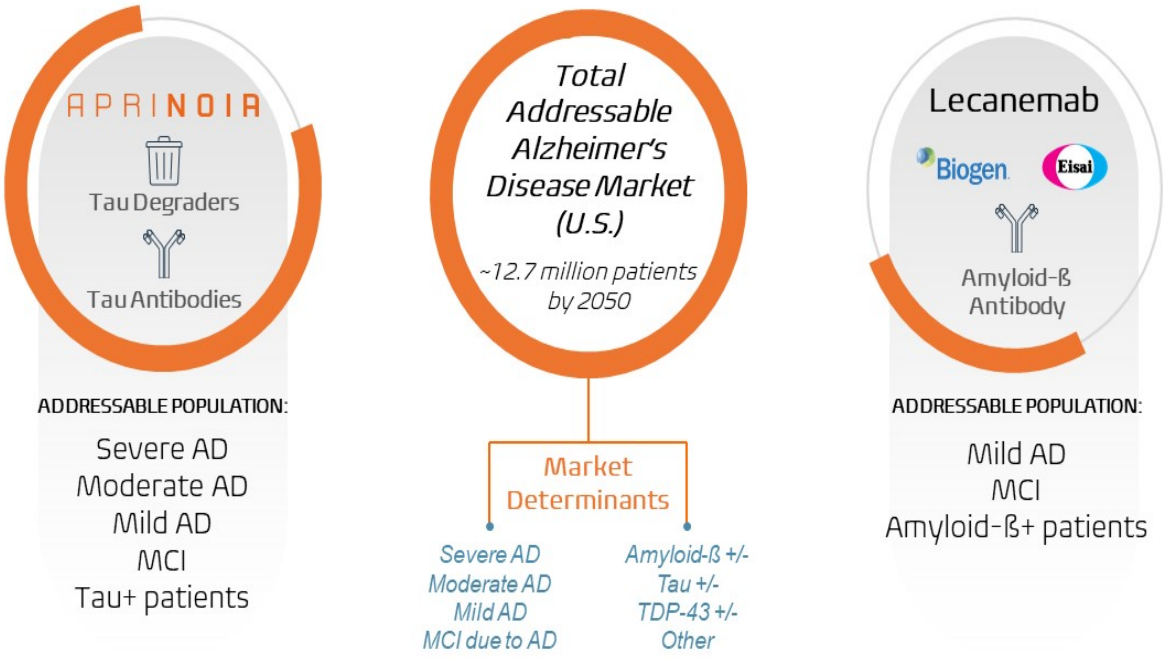
Specificity to toxic targets



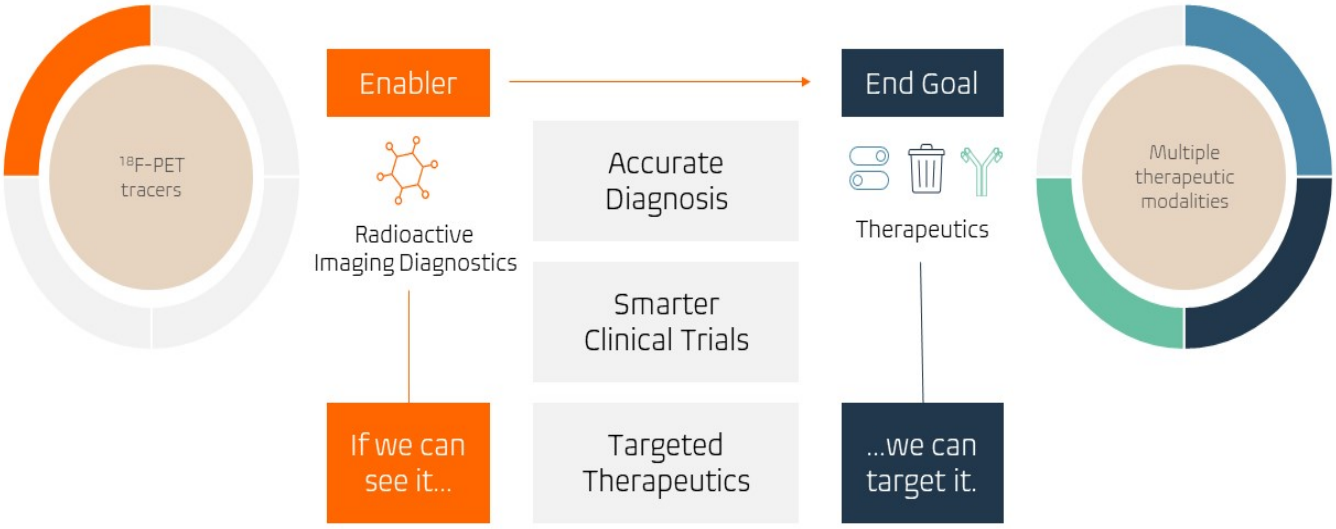
Delivery of therapeutic effects via clinically validated warheads to targets

Biomarker-based Patient Selection

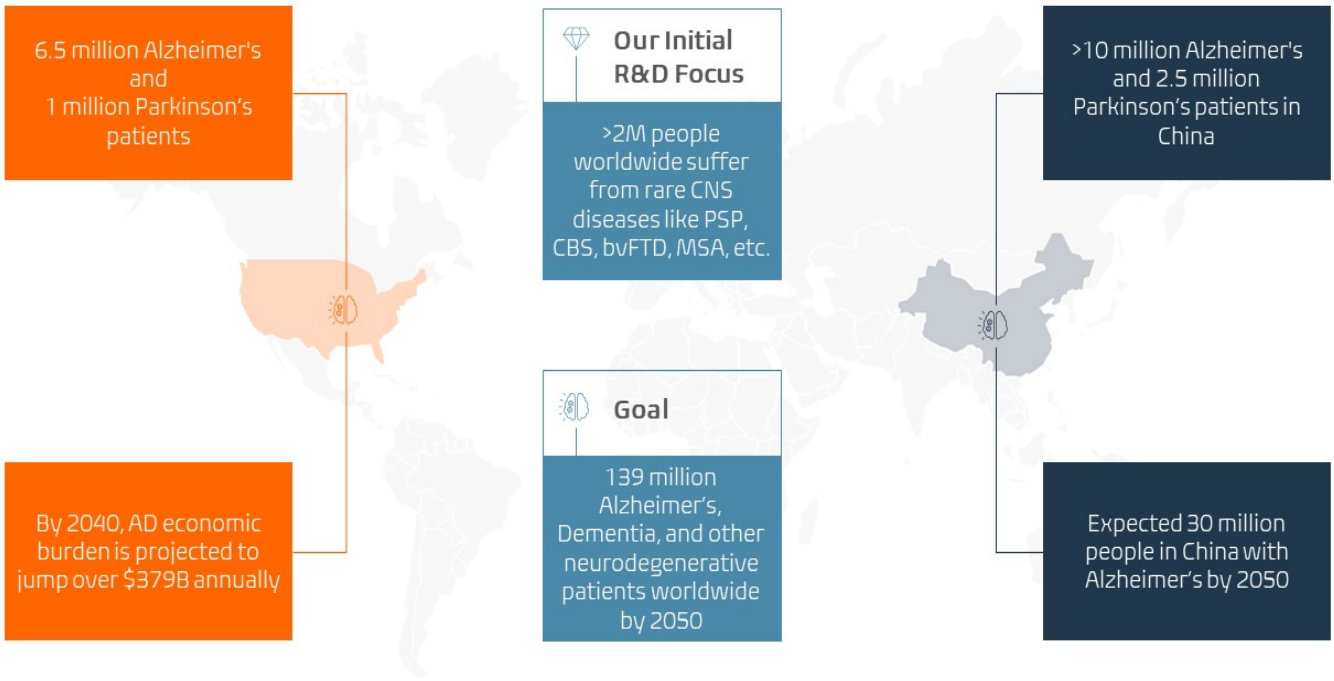
APRINOIA's Pipeline Addresses a Large AD Patient Population



Established 4 platforms with different modalities:
PET diagnostic tracers, small molecule modulators, degraders, and antibodies



We focus on **neurodegenerative diseases**, including Alzheimer's Disease, Parkinson's Disease, and rare diseases like PSP, FTD, and MSA



Market dynamics for Tau PET Tracers

CHINA	Market Determinants (2022)	U.S. (does not include ROW)
10M	Alzheimer's Disease patients	6.5M
84,000	PSP patients	20,000
1	Disease modifying AD treatments	2
1	Approved PET tracers	17
1	Tau PET tracers in development	9

China (Near-term)

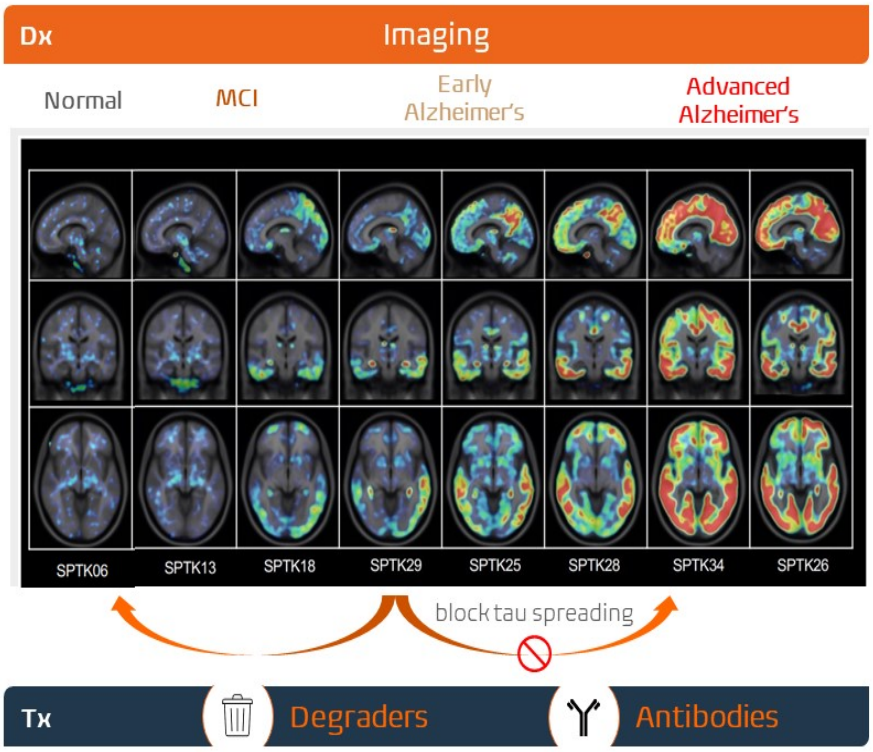
- Phase 3 expected complete in 2H23
- NDA submission expected in 2024
- Large pharmaceutical commercial partner – deal to include upfront, milestones, and double-digit royalties

Commercial Strategy

U.S. (Medium-term)

- Phase 3 expected to commence in PSP in 1H23; Phase 2 in AD ongoing
- PSP trial expected to run over 15 months

^{18}F-APN-1607 in Alzheimer's Disease (AD)



Source: Internal Company data

Wide clinical utility is potent for both diagnostic *AND* small molecule drug development[1]

Neocortical Predominance → Subcortical Predominance

Alzheimer's Disease	PiD-bvFTD	CBD-PNFA	CBD-bvFTD	CBD-CBS	PSP-RS	PSP-P
Mixed 3R/4R Tauopathy	3R Tauopathy	4R Tauopathies				

bvFTD: behavioral variant frontotemporal dementia; CBS: Corticobasal syndrome; PiD: Pick's disease; PNFA: progressive non-fluent aphasia; PSP: progressive supranuclear palsy; PSP-P: PSP-parkinsonism; RS: Richardson syndrome

APN-1607 is believed to be the only PET tracer shown to reliably image 3R, 4R, or 3R/4R tauopathies

Selected publications:

1. Tagai K, Ono M, Kubota M, et al. High-Contrast In Vivo Imaging of Tau Pathologies in Alzheimer's and Non-Alzheimer's Disease Tauopathies. **Neuron**. 2021;109(1):42-58

Best in Class - our platform improves existing tau tracers significantly

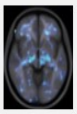
Challenges with Current PET Tracers[1]

^{18}F-flortaucipir (Tauvid®, Lilly) • FDA-approved in 2020	• Off-target binding (MAO-B) • Poor early detection of AD • Limited use in non-AD tauopathies
^{18}F-PI-2620 (Life Molecular Imaging) **^{18}F-RO-948 (Roche)**	• Reduced off-target binding, but limitations remain due to similar chemistry as Tauvid®
^{18}F-MK-6240 (Merck) **^{18}F-PI-2620 (Life Molecular Imaging)**	• Being investigated for 4R tauopathies, however data is inconsistent

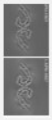
only useful in AD

Our PET Tracer, ^{18}F-APN-1607

- **Clinically validated** in >2,600 subjects; Phase 3 in China and Phase 2 in the US
- **Specific, with no MAO-B binding**



- Believed to be the **only tau tracer** that binds **4R tau**, so it can be used in preclinical models, e.g., **rTg4510 mouse model**



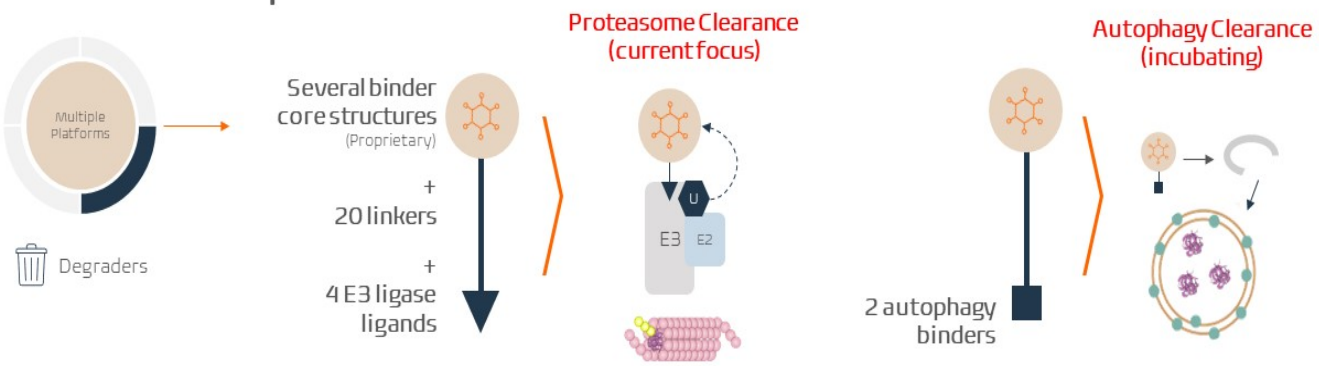
- **Only tau tracer** with **CryoEM structure** of APN-1607 bound to AD tau available, allowing further structure-based drug design[2]
- **Only tau tracer** with **wide utility** in AD and many non-AD tauopathies, including PSP, CBS, bvFTD, PNFA, & Pick's
- **Biogen and Bristol Myers-Squibb** have used APN-1607 in clinical studies

useful in all tauopathies

1 Jie et al. FDA-Approved PET Tracer for Imaging Tau Pathology in Alzheimer's Disease. Pharmaceuticals 2021, 14, 110.

2 Shi, Y., et al. Cryo-EM structures of tau filaments from Alzheimer's disease with PET ligand APN-1607. Acta Neuropathologica 141, 697–708 (2021).

We have generated protein degraders leveraging **multiple binders and clearance paths**



degraders to clear protein aggregates *in-vivo* have been identified

What makes APRINOIA's degraders different?

Stage	APRINOIA Preclinical	ARVINAS Preclinical*	C4 Therapeutics Preclinical*
Proprietary clinically validated binders	✓	✗	✗
Autopsy Confirmation for binders	✓	✗	✗
Proprietary diagnostics for clinical enrollment	✓	✗	✗

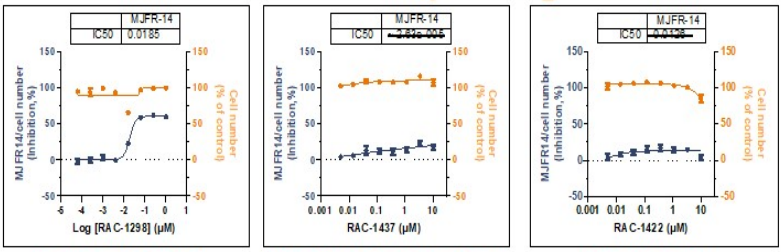
*Based on publicly available information
Source: Tagai K, Ono M, Kubota M, et al. High-Contrast In Vivo Imaging of Tau Pathologies in Alzheimer's and Non-Alzheimer's Disease Tauopathies. **Neuron**. 2021;109(1):42-58
Source: Internal Company Data

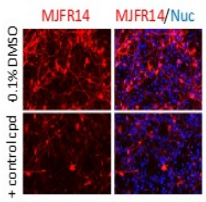
Animal proof-of-concept achieved in **aSyn models**

a-syn
Degraders
(PROTAC)

Cell- and brain-penetrant degraders have been discovered

Cellular POC in human dopaminergic neurons



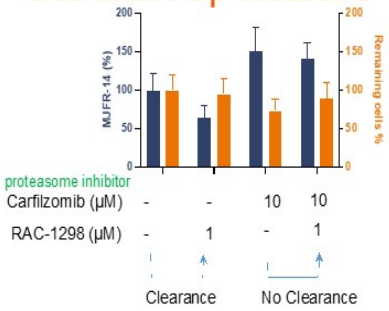


Degrader RAC-1298 — **RAC-1298**

RAC-1298's E3 inactive form — **RAC-1437**

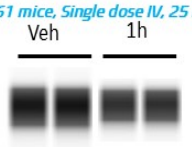
αSyn Warhead — **RAC-1422**

Clearance via proteasome



Animal POC

Line61 mice, Single dose IV, 25 mg/kg



Insoluble aSyn in brain

Source: Internal Company data

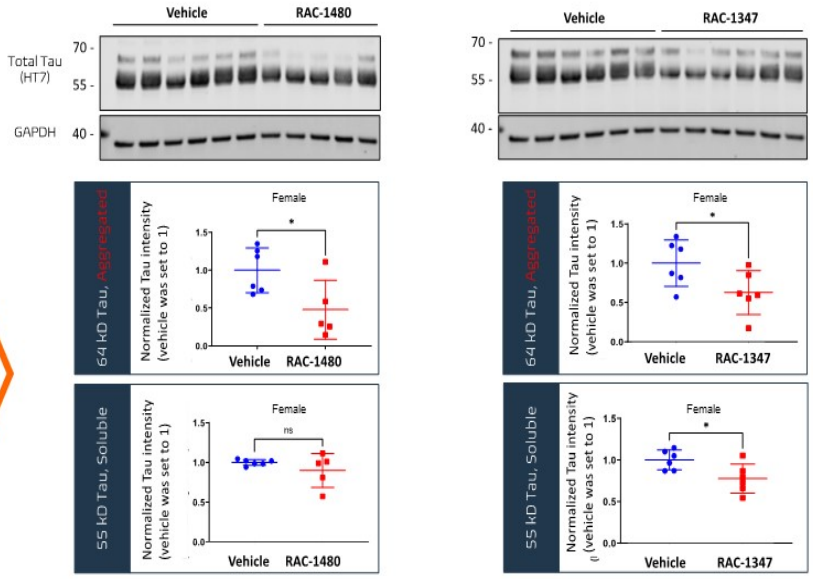
Animal proof-of-concept achieved in **tau models**

Tau
Degraders
(PROTAC)

Cell- and brain-penetrant degraders have been discovered

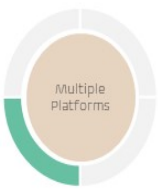
Animal POC

rTg4510, female mice
Single dose IV,
25 mg/kg, 24 hrs.



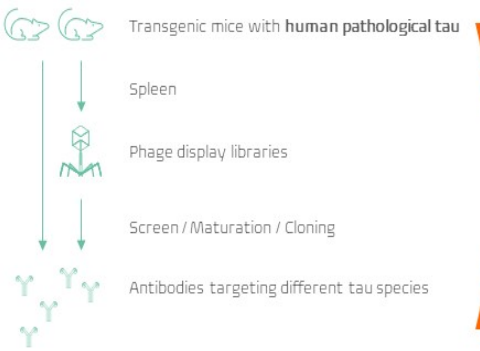
Source: Internal Company data

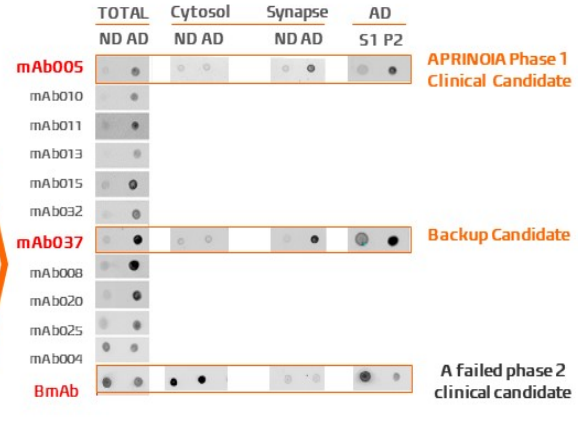
Phase 1a clinical stage Tau antibody detects human pathological tau



APN-mAb005
APN-mAb037
Tau Antibodies

Multiple Approaches for Library Generation



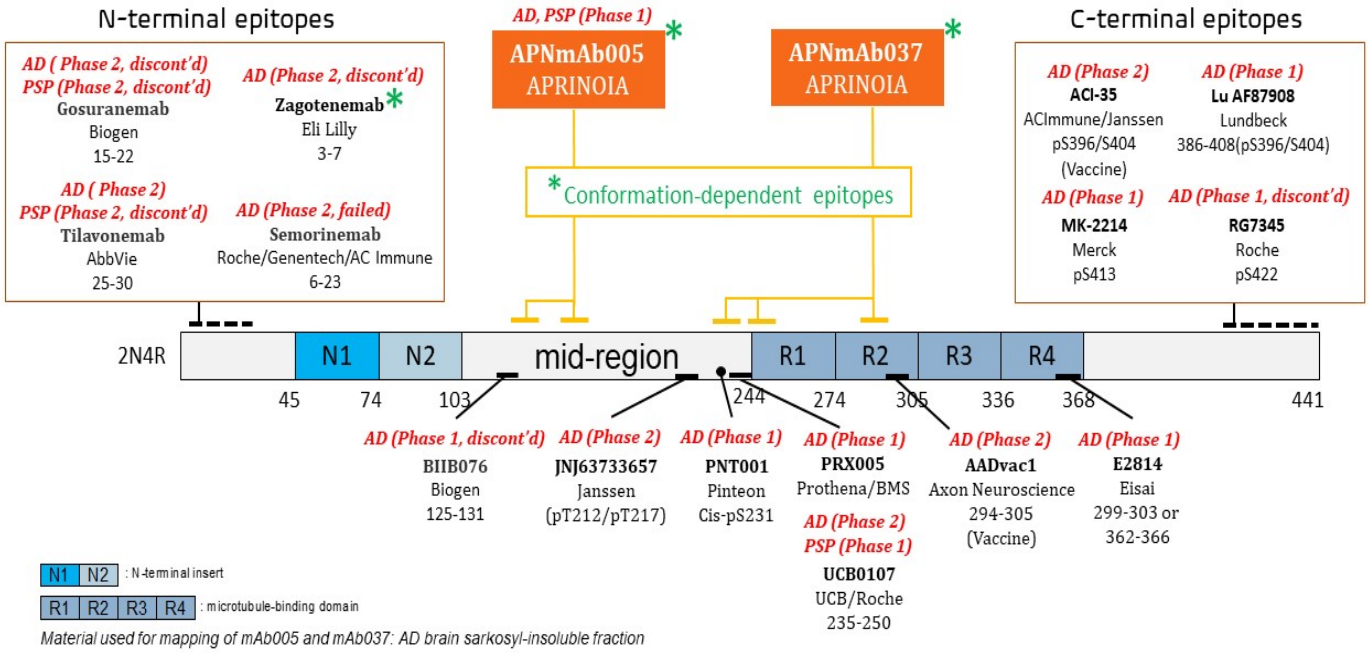


A LIBRARY OF DIFFERENT ANTIBODIES

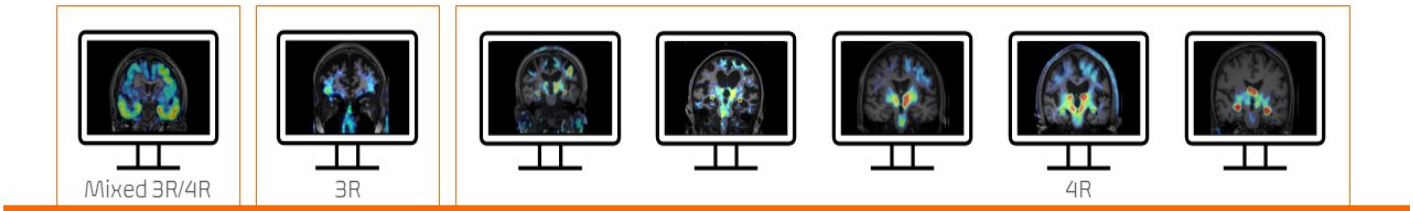
- Conformational epitopes have been discovered
- Pathological tau-specific antibodies have been discovered
- Each Ab targets tau species with distinct subcellular distribution
- mAb037 binds to more tau species than mAb005
- Blood-based assays are being developed

* APRINOIA leverages both Phage Display and Hybridoma Library Generation techniques
CY: cytosol; SY: synaptoneurosome; WB: western blot
Source: Internal Company data

Novel epitopes on pathological tau species have been discovered



De-risking Tau therapeutics through Rare Disease Development



U.S. Prevalence
50,000 – 74,000

Form of FTD in which patients suffer behavioral changes, like irritation or compulsion

- No approved therapies
- Other studies have attempted to enroll patients by consensus clinical criteria, genetic subtype, or MRI

Initial Focus 1

U.S. Prevalence
20,000

Movement disorder which affects movement, gait, thinking, and mood

- No approved therapies
- Strongly linked to tau abnormalities
- Several variants, such as parkinsonism, corticobasal syndrome, akinesia w/ gait freezing, and others

2 **Second Focus Area**

Approval is possible from a single robust efficacy trial

De-risking Tau therapeutics through Rare Disease Development

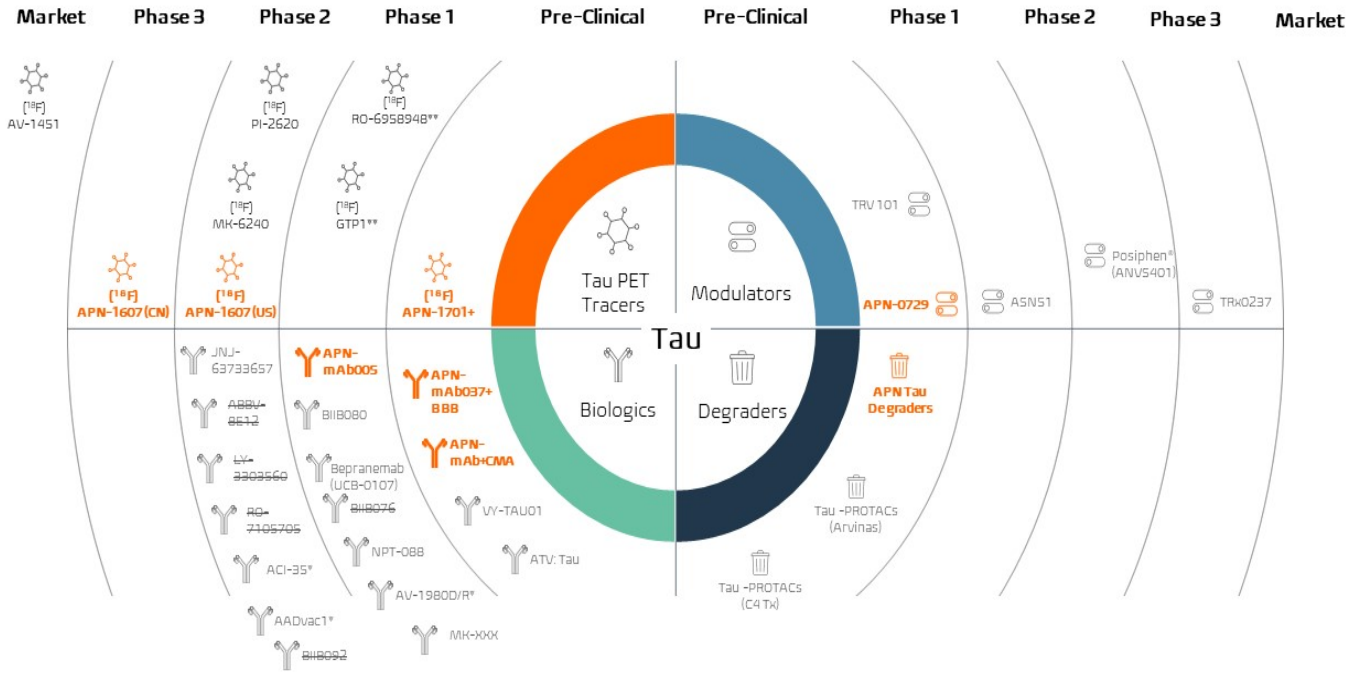
Phase 1a	Phase 1b (Expected in 2023/24)	Phase 2/3**
Target Initiation (Tau antibody) **1Q 2022** IND filed† **2Q 2022** first patient dosed **1H 2023** target completion	1. PSP trial, or 2. One basket trial in primary tauopathies, such as PSP, CBS, and bvFTD* (patients screened based on PET)	Potential for a single pivotal study, with only 200 to 250 patients (rare diseases) **Quicker Registration Path (Orphan Status)**
	One study in Early Alzheimer's Disease* (patients screened based on PET)	Target phase 2b (n = ~600) Biomarkers may enable patient sample for Phase 3 to have target size in the 600-800 range

† n=40, healthy volunteers; single ascending dose; 5 dosing cohorts, 8 patients / cohort

* n=40 / arm, treatment duration = 3 to 6 months, inclusion = early-stage disease with Tau PET screening; primary endpoint = safety; secondary endpoints = PET 1607 uptake, MRI, tau isoforms, autoantibodies, CSF biomarkers, etc.

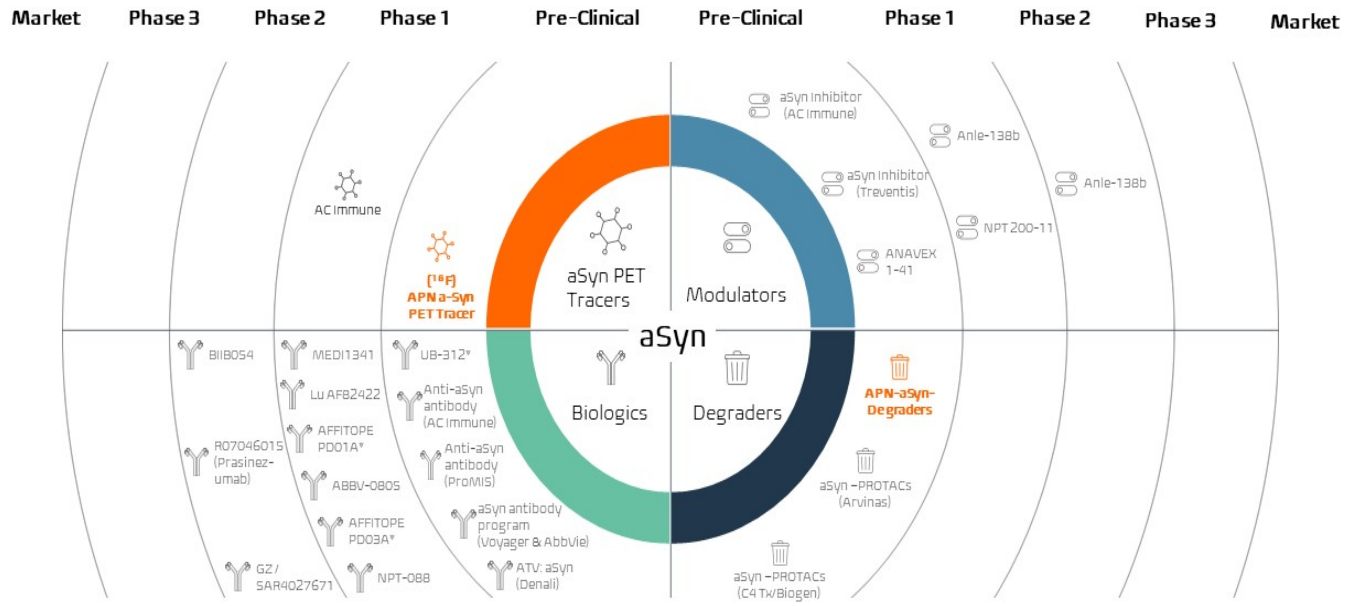
** Based on management expectations, subject to change

We are well positioned to be **competitive**, with multiple shots on goal



Preclinical APRINOIA candidate sourced from internal data
Source: clinicaltrials.gov, Alzforum, Adisinsight 08-2021; updated 04-2021; may not be a complete overview of all programs worldwide.
• Vaccine; **For company use only

We are well positioned to be **competitive**, with multiple shots on goal



Preclinical APRINOIA candidate sourced from internal data
Source: clinicaltrials.gov, ALZ Forum, Adis Insight 08-2021; may not be a complete overview of all programs worldwide.
* Vaccine

Active Deal Environment within APRINOIA's Domains

In the last 5 years...

Tau & aSyn deals

TOTAL Biobucks:	> $13B
AVG Biobucks:	> $1B
AVG Stage:	Pre-clin / P1

Select transactions...

2022	ABL	Sanofi	aSyn BsAb, PreC	$985M
2020	UCB	Roche	Tau mAb, Phase 1	$1.8B
2020	Prothena	Roche	aSyn mAb, PreC	$600M
2020	Sangamo	Biogen	Tau/aSyn AAV, PreC	$2.4B

Protein Degradation deals

TOTAL Biobucks:	> $28B
AVG Biobucks:	~ $1.1B
AVG Stage:	Pre-clinical

Select transactions...

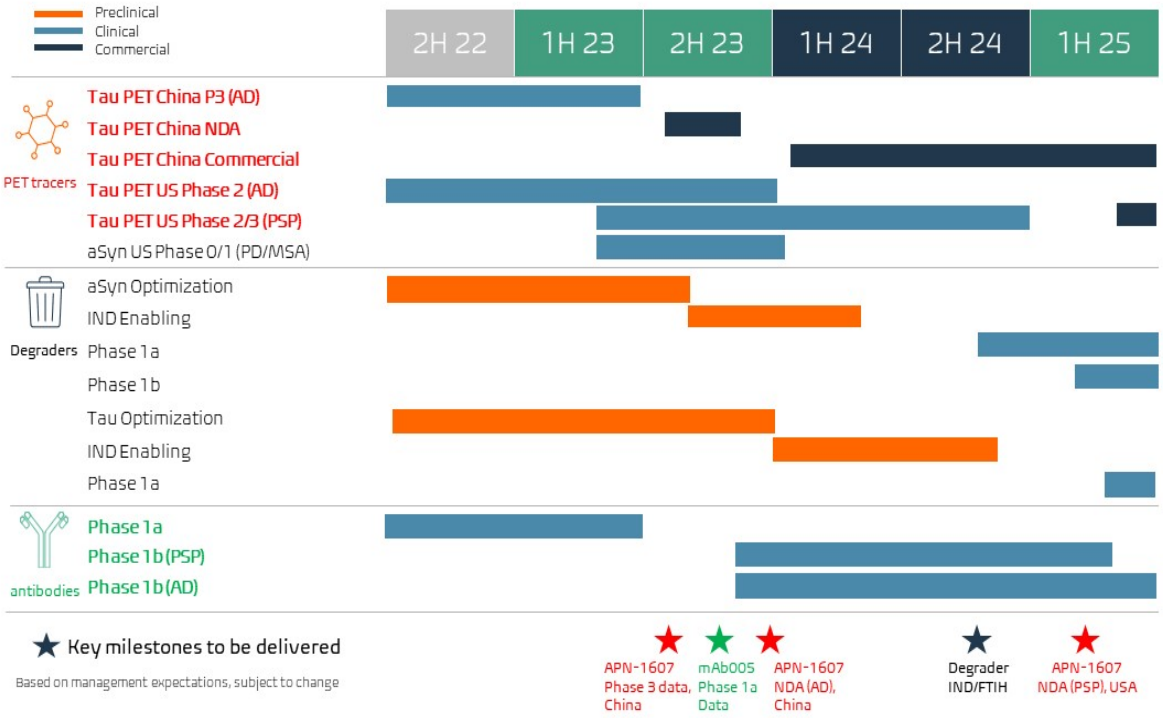
2022	Plexium	Abbvie	Discovery	$565M
2022	Amphista	Merck	Discovery	$1B
2022	Evotec	BMS	Discovery	$4.8B
2022	Proteovant	Blueprint	Discovery	$652M

Similar biotech companies have garnered **significant value**

	COMPANY	APPROACH	LEAD ASSET STAGE	MARKET CAP*
Antibody Comps	prothena	Antibody Development: targeting pathologic forms of tau	Phase 3	$2.7B
	ACUMEN	Antibody Development: targeting oligomeric forms of beta-amyloid	Phase 1	$228M
	AC Immune	PET Tracers, Vaccines, Antibodies and Inhibitors: targeting Tau, alpha-synuclein, and beta-amyloid	Phase 2	$183M
Degrader Comps	KYMERA	Small Molecule Protein Degrader Development: targeting several pathways (IL-1R/TLR, JAK/STAT, and p53) for cancers, autoimmune and inflammatory conditions	Phase 1	$1.62B
	C4 Therapeutics	Small Molecule Protein Degrader Development: targeting various proteins involved in cancers and neurological conditions	Phase 1	$387M
	nurix	Small Molecule Protein Degrader & Inhibitor Development: Targeting BTK, IKZF, and CBL-B for various cancers and autoimmune conditions	Phase 1	$516M
	ARVINAS	Protein Degradation (PROTAC): oncology and early neurology (tau and alpha-synuclein)	Phase 2	$1.68B

* Closing market cap as of January 10, 2023

Path to Value Inflection Points




APRINOIA