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

June 16, 2022
Date of Report (Date of earliest event reported)

JATT Acquisition Corp
(Exact Name of Registrant as Specified in its Charter)

Cayman Islands	**001-40598**	**N/A**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

PO Box 309, Ugland House Grand Cayman, Cayman Islands	**E9 KY1-1104**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **+44 7706 732212**

N/A
(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

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Class A Ordinary Shares	**JATT**	**The New York Stock Exchange**
Warrants	**JATT WS**	**The New York Stock Exchange**
Units	**JATT U**	**The New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement

The Business Combination Agreement

On June 16, 2022, JATT Acquisition Corp, a Cayman Islands exempted company ("JATT" or the "SPAC") entered into a Business Combination Agreement (as it may be amended, supplemented or otherwise modified from time to time) (the "Business Combination Agreement"), among JATT, JATT Merger Sub, a Cayman Islands exempted company and wholly owned subsidiary of JATT ("Merger Sub"), JATT Merger Sub 2, a Cayman Islands exempted company and wholly owned subsidiary of JATT ("Merger Sub 2"), Zura Bio Holdings Ltd, a Cayman Islands exempted company (the "Holdco") (to become a party before Closing, as described below) and Zura Bio Limited, a limited company incorporated under the laws of England and Wales (the "Company" or "Zura").

The Business Combination Agreement and the transactions contemplated thereby were approved by the board of directors of each of JATT and Zura.

Pursuant to the Business Combination Agreement:

(a) before the closing of the Business Combination (as defined below) (the "Closing" and the date on which the Closing actually occurs, the "Closing Date") , Zura Bio Holdings Ltd, a Cayman Islands exempted company ("Holdco") will be established as a new holding company of Zura and will become a party to the Business Combination Agreement; and

(b) on the Closing, in sequential order:

(i) Merger Sub will merge with and into Holdco, with Holdco continuing as the surviving company and a wholly owned subsidiary of JATT (the "Merger");

(ii) immediately following the Merger, Holdco will merge with and into Merger Sub 2, with Merger Sub 2 continuing as the surviving company and a wholly owned subsidiary of JATT (the "Subsequent Merger"); and

(iii) JATT will change its name to "Zura Bio Limited".

On the Closing Date, (i) an FPA Investment (as defined below) in the amount of $30 million will be consummated immediately prior to the completion of the Merger or otherwise in accordance with the terms thereof, and (ii) the PIPE Investment (as defined below) in the amount of $20 million shall be consummated immediately prior to the completion of the Merger and Subsequent Merger. An additional FPA Investment of $15 million will be made at the same time in the event that JATT public share redemptions in connection with the Merger are greater than 90%. The FPA Investments, the PIPE Investment, the Merger, the Subsequent Merger and the other transactions contemplated by the Business Combination Agreement are hereinafter referred to as the "Business Combination."

The Business Combination

Subject to, and in accordance with, the terms and conditions of the Business Combination Agreement, in connection with the Merger and the Subsequent Merger, at the Closing,

(i) each JATT unit will (to the extent not already separated) be automatically separated and the holder thereof will be deemed to hold one JATT Class A Ordinary Share (the "JATT Class A Shares") and one-half of a JATT warrant;

(ii) in consideration for the Merger, JATT will issue to holders of Holdco's issued and outstanding shares immediately prior to the Effective Time (as defined in the Business Combination Agreement) an aggregate of 16,500,000 JATT Class A Shares (less any set aside for the satisfaction of options to acquire JATT Class A Shares for which outstanding options to acquire Holdco shares will be exchanged on Closing); and

(iii) pursuant to the terms and conditions of JATT's existing amended and restated memorandum and articles of association, all then-outstanding Class B Ordinary Shares (the "JATT Class B Shares"), par value $0.0001 per share, will be automatically converted into JATT Class A Shares on a one-for-one basis.

Conditions to the Closing

The Business Combination Agreement is subject to the satisfaction or waiver of certain customary closing conditions, including, among others, (i) obtaining required approvals of the Business Combination and related matters by the respective shareholders of JATT and Zura, (ii) the effectiveness of the registration statement on Form S-4 to be filed by JATT in connection with the Business Combination, (iii) receipt of approval for listing on NYSE the JATT Class A Shares to be issued in connection with the Merger, (iv) that JATT will have at least $5,000,001 of net tangible assets upon the Closing, (v) the absence of any injunctions enjoining or prohibiting the consummation of the Business Combination, and (vi) as of immediately prior to the Closing, the amount of cash and cash equivalents held by JATT without restriction outside of the Trust Account (as defined in the Business Combination Agreement) (other than any amounts received pursuant to any working capital or indebtedness (other than any indebtedness constituting JATT transaction expenses)) and any interest earned on the amount of cash held inside the Trust Account, must be equal to or greater than $65,000,000.

Representations and Warranties

The Business Combination Agreement contains customary representations and warranties of the parties thereto with respect to, among other things, (a) entity organization, good standing and qualification, (b) capital structure, (c) authorization to enter into the Business Combination Agreement, (d) compliance with laws and permits, (e) taxes, (f) financial statements and internal controls, (g) real and personal property, (h) material contracts, (i) environmental matters, (j) absence of changes, (k) employee matters, (l) litigation, (m) brokers and finders, and (n) healthcare laws. The representations and warranties of the respective parties to the Business Combination Agreement will not survive the Closing.

Covenants

The Business Combination Agreement includes customary covenants of the parties with respect to operation of their respective businesses prior to consummation of the Merger and efforts to satisfy conditions to consummation of the Merger. The Business Combination Agreement also contains additional covenants of the parties, including, among others, covenants providing for JATT and Zura to use reasonable best efforts to cooperate in the preparation of the Proxy/Registration Statement (as defined in the Business Combination Agreement) required to be filed in connection with the Merger and to seek all requisite approvals of their respective shareholders including, in the case of JATT, approvals of the amended and restated memorandum and articles of association, the share issuance under NYSE rules and the LTIP (as defined below). JATT has also agreed to include in the Proxy/Registration Statement the recommendation of its board of directors that its shareholders approve all of the proposals to be presented at its special meeting.

JATT Incentive Equity Plan

JATT has agreed to approve and adopt an incentive equity plan (the "LTIP") to be effective as of the Closing and in a form mutually acceptable to JATT and Zura. The LTIP shall provide for an initial aggregate share reserve up to 10.00% of the number of shares of JATT Class A Shares on a fully diluted basis immediately after the Closing.

Non-Solicitation Restrictions

Zura has agreed that from the date of the Business Combination Agreement to Closing or, if earlier, the valid termination of the Business Combination Agreement in accordance with its terms, it and its officers, directors, employees, agents or representatives will not initiate any negotiations with any party, or provide information concerning it or its business or assets to any Competing SPAC Party relating to a Competing Proposal (as such terms are defined in the Business Combination Agreement) or enter into any agreement relating to such a proposal.

Termination

The Business Combination Agreement may be terminated at any time prior to the Closing (i) by written consent of JATT and Zura, (ii) by Zura or JATT, if certain approvals of the shareholders of JATT, to the extent required under the Business Combination Agreement, are not obtained as set forth therein, (iii) by JATT, if certain approvals of the shareholders of Holdco, to the extent required under the Business Combination Agreement, are not obtained and (iv) by either JATT or Zura in certain other circumstances set forth in the Business Combination Agreement, including (a) if any Law or non-appealable Order (each as defined in the Business Combination Agreement) makes consummation of the Business Combination illegal or otherwise prevents it, (b) in the event of certain uncured breaches by the other party, and (c) if the Closing has not occurred on or before November 15, 2022.

The foregoing description of the Business Combination Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of Business Combination Agreement, a copy of which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Certain Related Agreements

PIPE Subscription Agreement. Concurrently with the execution of the Business Combination Agreement, one accredited investor (the "PIPE Investor") entered into a subscription agreement with JATT (the "PIPE Subscription Agreement") pursuant to which the PIPE Investor has committed to purchase 2,000,000 shares of JATT Class A Shares (the "PIPE Shares") at a purchase price per share of $10.00 and an aggregate purchase price of $20,000,000 (the "PIPE Investment"). The obligations to consummate the transactions contemplated by the Subscription Agreement are conditioned upon, among other things, customary closing conditions and the consummation of the transactions contemplated by the Business Combination Agreement.

In connection with the PIPE Investment, JATT will grant the PIPE Investor certain customary registration rights. The PIPE Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and will be issued in reliance on the availability of an exemption from such registration. Additionally, depending upon the amount of redemptions by the public shareholders at the time of Closing the Business Combination Agreement, the PIPE Investor will be entitled to receive up to 1,654,800 of the Forfeited Private Placement Warrants (as described below).

The foregoing description of the PIPE Subscription Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the PIPE Subscription Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Forward Purchase Agreement. On August 5, 2021, as amended on January 27, 2022, two accredited investors (the "FPA Investors") entered into a Forward Purchase Agreement with JATT (the "Forward Purchase Agreement") pursuant to which the FPA Investors have committed, on or shortly before Closing, to (i) purchase 3,000,000 JATT Class A Shares (the "FPA Shares") at a purchase price per share of $10.00 and an aggregate purchase price of $30,000,000 (the "FPA Investment") and (ii) provide a binding redemption backstop to purchase an additional $15,000,000 of JATT Class A Shares from redeeming public JATT shareholders in the event that JATT public share redemptions are greater than 90% in connection with the Merger (the "FPA Investments"). The FPA shares have not been registered under the Securities Act, and will be issued in reliance on the availability of an exemption from such registration.

The obligations to consummate the transactions contemplated by the Forward Purchase Agreement are conditioned upon, among other things, customary closing conditions and the consummation of the transactions contemplated by the Business Combination Agreement.

The foregoing description of the Forward Purchase Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Forward Purchase Agreement, a copy of which is attached hereto as Exhibit 10.8 and is incorporated herein by reference.

Sponsor Support Agreement. Concurrently with the execution of the Business Combination Agreement, JATT, JATT Ventures, L.P., a Cayman Islands exempted limited partnership (the "Sponsor"), certain other holders of JATT Class B Shares (the "Other Class B Shareholders") and Zura entered into a support agreement (the "Sponsor Support Agreement"), pursuant to which the Sponsor and such Other Class B Shareholders agreed to, among other things, (i) vote all of their ordinary shares and preferred shares of JATT which they hold or have power to vote or (including any acquired in future) in favor of the Business Combination Agreement and the transactions contemplated thereby and (ii) be bound by certain transfer restrictions with respect to their shares of JATT, in each case, on the terms and subject to the conditions set forth in the Sponsor Support Agreement.

The foregoing description of the Sponsor Support Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Sponsor Support Agreement, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Company Support Agreement. Contemporaneously with the execution of the Business Combination Agreement, JATT, Zura and certain shareholders of Zura entered into a company support agreement (the "Company Support Agreement"), pursuant to which, among other things, such holders agreed to (i) vote all of their shares of Zura in favor of, and otherwise support, the Business Combination, on the terms and subject to the conditions of the Company Support Agreement and (ii) deliver a duly executed copy of the Amended and Restated Registration Rights Agreement at the Closing.

The foregoing description of the Company Support Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Company Support Agreement, a copy of which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

Sponsor Forfeiture Agreement. Contemporaneously with the execution of the Business Combination Agreement, the Sponsor entered into a sponsor forfeiture agreement (the "Sponsor Forfeiture Agreement") with JATT and Zura, pursuant to which, contingent upon the percentage of public shareholders who elect to redeem their shares at Closing, the Sponsor agreed to forfeit up to 4,137,000 of its private placement warrants to purchase shares of JATT Class A Shares, exercisable at $11.50 per share (the "Forfeited Private Placement Warrants"), acquired by the Sponsor in July 2021, upon the JATT initial public offering. At the Closing, the Forfeited Private Placement Warrants shall be transferred from the Sponsor to the FPA Investors and the PIPE Investor on a pro rata basis in accordance with such FPA Investors' and PIPE Investor's total invested capital.

The foregoing description of the Sponsor Forfeiture Agreement is not complete and is subject to and qualified in their entirety by reference to the Sponsor Forfeiture Agreement, a copy of which is attached hereto as Exhibit 10.4 and is incorporated herein by reference.

Registration Rights Agreement. In connection with the Closing, Zura, JATT and certain shareholders of each of Zura and JATT who will receive shares of JATT Class A Shares pursuant to the Business Combination Agreement, will enter into an amended and restated registration and shareholders rights agreement (the "Registration Rights Agreement") in a form agreed to by JATT and Zura, which will become effective upon the consummation of the Merger.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Registration Rights Agreement, a form of which is attached hereto as Exhibit 10.5 and is incorporated herein by reference.

Lock-up Agreement. Contemporaneously with the execution of the Business Combination Agreement, JATT, the Sponsor, certain affiliates of the Sponsor and the Zura shareholders and optionholders, entered into a lock-up agreement (the "Lock-Up Agreement"), to take effect at Closing, containing restrictions on transfer with respect to JATT Class A Shares held by each such holder (subject to certain exceptions, the "Lock-Up Shares") for a period as follows: one-third (1/3) of the Lock-Up Shares will be restricted until 6 months after the Closing, one-third (1/3) of the Lock-Up Shares will be restricted until 12 months after the Closing, and one-third (1/3) of the Lock-Up Shares shall be restricted until 24 months after the Closing; provided, that each portion of the Lock-Up Shares will be freely tradable on the earlier of the date on which the closing price of the JATT Class A Shares equals or exceeds $12.00 per share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period on a VWAP (as defined below) basis during the relevant lock-up period and the date on which JATT consummates a liquidation, merger, capital share exchange, reorganization, or other similar transaction that results in all of JATT's shareholders having the right to exchange their JATT Class A Shares for cash, securities or other property. For purposes of the Lock-Up Agreement, "VWAP" means, for any date, the daily volume weighted average price of the JATT Class A Shares for such date (or the nearest preceding date) on the trading market on which the JATT Class A Shares are then listed or quoted as reported by Bloomberg L.P. (based on a trading day from 9:30 a.m. (New York City time) to 4:00 p.m. (New York City time)).

The foregoing description of the Lock-up Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Lock-up Agreement, a copy of which is attached hereto as Exhibit 10.6 and is incorporated herein by reference.

Amendment to the Insider Letter Agreement. In connection with the execution of the Business Combination Agreement, JATT, the Sponsor, members of JATT's board of directors and certain other individuals (collectively, the "Insiders") who hold JATT Class B Shares (the "Founder Shares") entered into an Amendment to the Insider Letter Agreement (the "Amended Insider Letter Agreement"), which provides, among other things, that certain Founder Shares (and any shares of JATT Class A Shares issuable upon conversion thereof) shall be subject to certain time and share-performance-based vesting provisions described below. The Sponsor and the Insiders agreed that they shall not transfer any Founder Shares until the earlier of (A) 6 months after the completion of the initial business combination and (B) the date following the completion of an initial business combination on which JATT completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of the public shareholders having the right to exchange their JATT Class A Shares for cash, securities or other property. Notwithstanding the foregoing, if, subsequent to the Business Combination, the closing price of the JATT Class A Shares equals or exceeds $12.00 per share (as adjusted for share splits, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30- trading day period commencing at least 150 days after the Business Combination, the Founder Shares shall be released from the Founder Shares Lock-up. The Amendment to the Insider Letter Agreement also provides that neither the Sponsor nor the Insiders will redeem any shares of JATT Class A Shares owned by such persons in connection with the Business Combination.

The foregoing description of the Amended Insider Letter Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Amended Insider Letter Agreement, a copy of which is attached hereto as Exhibit 10.7 and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein. The PIPE Shares and the FPA Shares and the transactions contemplated by the PIPE Subscription Agreement and the Forward Purchase Agreement will not be registered under the Securities Act, in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

Item 7.01 Regulation FD Disclosure

On June 17, 2022, JATT and Zura issued a press release announcing their entry into the Business Combination Agreement. The press release is furnished hereto as Exhibit 99.1 and incorporated by reference herein. Additionally, furnished as Exhibit 99.2 hereto and incorporated into this Item 7.01 by reference is the investor presentation that JATT and Zura prepared for use in connection with the Business Combination described above.

The foregoing (including Exhibits 99.1 and 99.2) is being furnished pursuant to Item 7.01 and will not be deemed to be filed for purposes of Section 18 of the Exchange Act, or otherwise be subject to the liabilities of that section, nor will it be deemed to be incorporated by reference in any filing under the Securities Act or the Exchange Act.

Forward-Looking Statements

This communication includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 with respect to the proposed business combination between JATT and Zura. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believe," "predict," "potential," "continue," "strategy," "future," "opportunity," "would," "seem," "seek," "outlook" and similar expressions are intended to identify such forward-looking statements. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties that could cause the actual results to differ materially from the expected results. These statements are based on various assumptions, whether or not identified in this communication. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by an investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. These forward-looking statements include, without limitation, Zura's and JATT's expectations with respect to anticipated financial impacts of the proposed business combination, the satisfaction of closing conditions to the proposed business combination, and the timing of the completion of the proposed business combination. You should carefully consider the risks and uncertainties described in the "Risk Factors" section of JATT's annual report on Form 10-K and initial public offering prospectus, and its subsequent quarterly reports on Form 10-Q. In addition, there will be risks and uncertainties described in the Form S-4 and other documents to be filed by JATT from time to time with the SEC. These filings would 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. Many of these factors are outside Zura's and JATT's control and are difficult to predict. Many factors could cause actual future events to differ from the forward-looking statements in this communication, including but not limited to: (1) the outcome of any legal proceedings that may be instituted against JATT or Zura following the announcement of the proposed business combination; (2) the inability to complete the proposed business combination, including due to the inability to concurrently close the business combination and related transactions, including the private placement of ordinary shares or due to failure to obtain approval of the shareholders of JATT; (3) the risk that the proposed business combination may not be completed by JATT's business combination deadline and the potential failure to obtain an extension of the business combination deadline if sought by JATT; (4) the failure to satisfy the conditions to the consummation of the proposed business combination, including the approval by the shareholders of JATT, the satisfaction of the minimum cash requirement following any redemptions by JATT's public shareholders and the receipt of certain governmental and regulatory approvals; (5) delays in obtaining, adverse conditions contained in, or the inability to obtain necessary regulatory approvals or complete regulatory reviews required to complete the proposed business combination; (6) the occurrence of any event, change or other circumstance that could give rise to the termination of the business combination agreement; (7) volatility in the price of JATT's or the combined company's securities ; (8) the risk that the proposed business combination disrupts current plans and operations as a result of the announcement and consummation of the business combination; (9) the inability to recognize the anticipated benefits of the proposed business combination, which may be affected by, among other things, competition, the ability of the combined company to grow and manage growth profitably, maintain relationships with customers and suppliers and retain key employees; (10) costs related to the proposed business combination; (11) changes in the applicable laws or regulations; (12) the possibility that the combined company may be adversely affected by other economic, business, and/or competitive factors; (13) the risk of downturns and a changing regulatory landscape in the highly competitive industry in which Zura operates; (14) the impact of the global COVID-19 pandemic; (15) the potential inability of Zura to raise additional capital needed to pursue its business objectives or to achieve efficiencies regarding other costs; (16) the enforceability of Zura's intellectual property, including its patents, and the potential infringement on the intellectual property rights of others, cyber security risks or potential breaches of data security; and (17) other risks and uncertainties described in JATT's Annual Report, its initial public offering prospectus, and its subsequent quarterly reports on Form 10-Q. These risks and uncertainties may be amplified by the COVID-19 pandemic, which has caused significant economic uncertainty. Zura and JATT caution that the foregoing list of factors is not exclusive or exhaustive and not to place undue reliance upon any forward-looking statements, including projections, which speak only as of the date made. Neither Zura nor JATT gives any assurance that Zura or JATT will achieve its expectations. None of Zura or JATT undertakes or accepts any obligation to publicly provide revisions or updates to any forward-looking statements, whether as a result of new information, future developments or otherwise, or should circumstances change, except as otherwise required by securities and other applicable laws.

Financial Information; Use of Non-IFRS Financial Metrics and Other Key Financial Metrics

Certain financial information and data contained in this communication is unaudited.

Accordingly, such information and data may not be included, may be adjusted or may be presented differently in any proxy statement, prospectus or registration statement or other report or document to be filed or furnished by JATT or Zura with the SEC. This communication includes certain non-IFRS financial measures (including on a forward-looking basis). These non-IFRS measures are an addition, and not a substitute for or superior to measures of financial performance prepared in accordance with IFRS and should not be considered as an alternative to net income, operating income or any other performance measures derived in accordance with IFRS. Zura believes that these non-IFRS measures of financial results (including on a forward-looking basis) provide useful supplemental information to investors about Zura. Zura's management uses forward looking non-IFRS measures to evaluate Zura's projected financial and operating performance. Zura believes that the use of these non-IFRS financial measures provides an additional tool for investors to use in evaluating projected operating results and trends in and in comparing Zura's financial measures with other similar companies, many of which present similar non-IFRS financial measures to investors.

However, there are a number of limitations related to the use of these non-IFRS measures and their nearest IFRS equivalents. For example, other companies may calculate non-IFRS measures differently, or may use other measures to calculate their financial performance, and therefore Zura's non-IFRS measures may not be directly comparable to similarly titled measures of other companies. Zura does not consider these non-IFRS measures in isolation or as an alternative to financial measures determined in accordance with IFRS. The principal limitation of these non-IFRS financial measures is that they exclude significant expenses, income and tax liabilities that are required by IFRS to be recorded in Zura's financial statements. In addition, they are subject to inherent limitations as they reflect the exercise of judgements by Zura about which expense and income are excluded or included in determining these non-IFRS financial measures. In order to compensate for these limitations, Zura presents non-IFRS financial measures in connection with IFRS results.

Important Additional Information

This communication relates to a proposed Business Combination between Zura and JATT. This document does not constitute an offer to sell or exchange, or the solicitation of an offer to buy or exchange, any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, sale or exchange would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. The proposed Business Combination will be submitted to shareholders of JATT for their consideration.

JATT intends to file a registration statement on Form S-4 (the "Registration Statement") with the SEC which will include preliminary and definitive proxy statements to be distributed to JATT's shareholders in connection with JATT's solicitation for proxies for the vote by JATT's shareholders in connection with the proposed Business Combination and other matters as described in the Registration Statement, as well as the prospectus relating to the offer of the securities to be issued to Zura's shareholders in connection with the completion of the proposed Business Combination. JATT also will file other documents regarding the proposed Business Combination with the SEC.

After the Registration Statement has been filed and declared effective, JATT will mail a definitive proxy statement and other relevant documents to its shareholders as of the record date established for voting on the proposed Business Combination. This communication is not a substitute for the Registration Statement, the definitive proxy statement/prospectus or any other document that JATT will send to its shareholders in connection with the Business Combination. JATT's shareholders and other interested persons are advised to read, once available, the preliminary proxy statement/prospectus and any amendments thereto and, once available, the definitive proxy statement/prospectus, in connection with JATT's solicitation of proxies for its special meeting of shareholders to be held to approve, among other things, the proposed transactions, because these documents will contain important information about JATT, Zura and the proposed Business Combination. Shareholders and investors may also obtain a copy of the preliminary or definitive proxy statement, once available, as well as other documents filed with the SEC regarding the proposed transactions and other documents filed with the SEC by JATT, without charge, at the SEC's website located at www.sec.gov or by directing a request to JATT. The information contained on, or that may be accessed through, the websites referenced in this document is not incorporated by reference into, and is not a part of, this document.

INVESTMENT IN ANY SECURITIES DESCRIBED HEREIN HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY OTHER REGULATORY AUTHORITY NOR HAS ANY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Participants in Solicitation

JATT and Zura and their respective directors and executive officers, under SEC rules, may be deemed to be participants in the solicitation of proxies of JATT's shareholders in connection with the proposed business combination. Investors and security holders may obtain more detailed information regarding the names and interests in the proposed business combination of JATT's directors and officers in JATT's filings with the SEC, including JATT's annual report on Form 10-K for the fiscal year ended December 31, 2021 and JATT's initial public offering prospectus, which was filed with the SEC on July 14, 2021, and JATT's subsequent quarterly reports on Form 10-Q. To the extent that holdings of JATT's securities by JATT's insiders have changed from the amounts reported therein, any such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies to JATT's shareholders in connection with the business combination will be included in the proxy statement/prospectus relating to the proposed business combination when it becomes available. You may obtain free copies of these documents as described in the preceding paragraph.

No Offer or Solicitation

This communication shall not constitute a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed business combination. This communication shall also not constitute an offer to sell or a solicitation of an offer to buy any securities of JATT or Zura, 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 offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1	Business Combination Agreement, dated as of June 16, 2022, by and among JATT Acquisition Corp, JATT Merger Sub, JATT Merger Sub 2, Zura Bio Holdings Ltd. and Zura Bio Limited.
10.1	PIPE Subscription Agreement, dated as of June 16, 2022.
10.2	Sponsor Support Agreement, dated as of June 16, 2022.
10.3	Company Support Agreement, dated as of June 16, 2022.
10.4	Sponsor Forfeiture Agreement, dated as of June 16, 2022.
10.5	Form of Amended and Restated Registration Rights Agreement.
10.6	Lock-Up Agreement, dated as of June 16, 2022.
10.7	Amendment to the Insider Letter Agreement, dated June 16, 2022.
10.8	Amended and Restated Forward Purchase Agreement, dated January 27, 2022 (incorporated by reference to Exhibit 10.9 in the registrant's Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on April 11, 2022)
99.1	Joint Press Release, dated as of June 17, 2022.
99.2	Investor Presentation, dated as of June 16, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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.

Date: June 17, 2022

JATT ACQUISITION CORP

By: /s/ Verender S. Badial
Verender S. Badial
Chief Financial Officer

Exhibit 2.1

Execution Version

BUSINESS COMBINATION AGREEMENT

by and among

JATT ACQUISITION CORP,

JATT MERGER SUB,

JATT MERGER SUB 2,

ZURA BIO HOLDINGS LTD,

and

ZURA BIO LIMITED

DATED AS OF JUNE 16, 2022

EXHIBITS

Exhibit A – A&R Registration and Shareholder Rights Agreement
Exhibit B – Sponsor Support Agreement
Exhibit C – Company Support Agreement
Exhibit D – Lock-Up Agreement
Exhibit E – Subscription Agreement

BUSINESS COMBINATION AGREEMENT

This Business Combination Agreement (this "Agreement") is made and entered into as of June 16, 2022 (the "Effective Date"), by and among JATT Acquisition Corp, a Cayman Islands exempted company (the "SPAC"), JATT Merger Sub, a Cayman Islands exempted company (the "Merger Sub"), JATT Merger Sub 2, a Cayman Islands exempted company (the "Merger Sub 2"), and Zura Bio Limited, a limited company incorporated under the laws of England and Wales (the "Company"), and (with effect from the Holdco Signing Date) Zura Bio Holdings Ltd, a Cayman Islands exempted company (the "Holdco"). Each of SPAC, Merger Sub, Merger Sub 2, Holdco (with effect from the Holdco Signing Date), and the Company is also referred to herein as a "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, SPAC is a blank check special purpose acquisition company incorporated for the purpose of entering into a merger, share exchange, asset acquisition, share purchase, recapitalization, reorganization, or other similar business combination with one or more operating businesses or entities through a business combination;

WHEREAS, in connection with the transactions contemplated by this Agreement, SPAC will enter into Subscription Agreements (as defined below) with certain PIPE Investors (as defined below) providing for aggregate investments in SPAC Shares in a private placement of an amount not less than $20,000,000 (the "PIPE Investment Amount") at $10 per SPAC Class A Share (the "PIPE Investment");

WHEREAS, in connection with the transactions contemplated by this Agreement, including the PIPE Investment, SPAC, Sponsor (as defined below) and the Company will agree to the treatment of the Private Placement Warrants in the manner set out in the Subscription Agreement attached hereto as Exhibit E providing for the forfeiture and transfer of certain of the Private Placement Warrants owned by Sponsor depending on the redemption on the SPAC Shares;

WHEREAS, SPAC has previously entered into Forward Purchase Agreements, as amended (the "Forward Purchase Agreements") with two institutional investors (the "FPA Investors") providing that at the Closing of the Merger (as defined below), the FPA Investors will (i) purchase an aggregate of 3,000,000 SPAC Class A Shares at $10 per share for $30,000,000 in the aggregate; and (ii) provide a binding redemption backstop (the "Redemption Backstop") to purchase an additional $15,000,000 of SPAC Class A Shares from redeeming public SPAC Shareholders in the event that SPAC public share redemptions are greater than 90% in connection with the Merger (the "Excess Redemptions");

WHEREAS, before the Closing, the Company intends to consummate a restructuring pursuant to which the shareholders in the Company will contribute all of the Company Shares to Holdco in exchange for their respective proportional amount of Holdco Shares (the "Company Capital Restructuring"), which Company Capital Restructuring is intended to be treated as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Code for U.S. federal income Tax purposes, and it is intended that immediately following the Company Capital Restructuring Holdco will sign this Agreement and become a Party;

WHEREAS, Holdco is a newly incorporated Cayman Islands exempted company formed for the purpose of effectuating the Company Capital Restructuring and subsequently the Merger;

WHEREAS, Merger Sub is a newly incorporated Cayman Islands exempted company, wholly owned by SPAC, which Merger Sub is treated as a Corporation within the meaning of Section 1361(a)(2) of the Code for U.S. federal income Tax purposes, and was formed for the purpose of effectuating the Merger (as defined below);

WHEREAS, Merger Sub 2 is a newly incorporated Cayman Islands exempted company, wholly owned by SPAC, which Merger Sub 2 is treated as an entity "disregarded as separate from its owner" within the meaning of Treasury Regulations Section 301.7701-3(b)(1)(ii) for U.S. federal income Tax purposes, and was formed for the purpose of effectuating the Subsequent Merger (as defined below);

WHEREAS, the Parties intend to effect a merger of Merger Sub with and into Holdco whereby Holdco will be the surviving company and a wholly owned subsidiary of SPAC (the "Merger");

WHEREAS, the Parties intend immediately following the Merger to effect a merger of Holdco with and into Merger Sub 2 whereby Merger Sub 2 will be the surviving company and a wholly owned subsidiary of SPAC (the "Subsequent Merger"), which Subsequent Merger and Merger, together, are intended to be treated as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Code for U.S. federal income Tax purposes;

WHEREAS, at the Closing, pursuant to the terms and conditions of the SPAC Existing Memorandum and Articles, all then-outstanding SPAC Class B Shares, par value $0.0001 per share, will be automatically converted into SPAC Class A Shares on a one-for-one basis (the "SPAC Class B Share Conversion");

WHEREAS, at the Closing, SPAC will amend and restate the SPAC Existing Memorandum and Articles (as defined below) by adopting the Second Amended and Restated Memorandum of Association and the Second Amended and Restated Articles of Association of the SPAC substantially in a form to be agreed by the Parties (the "SPAC A&R Memorandum and Articles");

WHEREAS, at the Closing, the Parties intend SPAC and Holdco to amend and restate the Registration and Shareholder Rights Agreement in the form attached hereto as Exhibit A (the "A&R Registration and Shareholder Rights Agreement");

WHEREAS, it is expected that the board of directors of Holdco will determine that the Merger, the Subsequent Merger and the other transactions contemplated hereby to which Holdco will be party are fair and advisable to, and in the best commercial interests of Holdco and the Holdco Shareholders;

WHEREAS, the board of directors of the Company has approved this Agreement, the Merger and other transactions contemplated hereby;

WHEREAS, SPAC Board has determined that this Agreement, the Merger, the Subsequent Merger and the other transactions contemplated hereby are fair and advisable to, and in the best commercial interests of SPAC and its shareholders;

WHEREAS, SPAC Board has approved this Agreement, the Merger, the Subsequent Merger and the other transactions contemplated hereby and has determined to recommend that the SPAC Shareholders adopt, authorize and approve this Agreement, the Merger, the Subsequent Merger and the other transactions contemplated hereby;

WHEREAS, JATT Ventures, L.P., a Cayman Islands exempted limited partnership ("Sponsor"), and the officers and directors of SPAC, in their capacities as shareholders of SPAC, have entered into that certain support agreement in the form attached hereto as Exhibit B (the "Sponsor Support Agreement"), pursuant to which such shareholders of SPAC agreed to, among other things, vote in favor of the Merger, the Subsequent Merger and each of SPAC Shareholder Voting Matters; and

WHEREAS, the Company and certain of its shareholders have entered into that certain support agreement in the form attached hereto as Exhibit C (the "Company Support Agreement" and, together with Sponsor Support Agreement, the "Support Agreements"), pursuant to which those parties agree to, among other things, vote in favor of this Agreement, the Merger, the Subsequent Merger and the transactions contemplated hereby.

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

ARTICLE I
CERTAIN DEFINITIONS

Section 1.1 Certain Definitions. For purposes of this Agreement, capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth below.

"A&R Registration and Shareholder Rights Agreement" has the meaning set forth in the Recitals.

"Additional SPAC Filings" has the meaning set forth in Section 8.9(e).

"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.

"Affiliated Transactions" has the meaning set forth in Section 5.24(a).

"Agreement" has the meaning set forth in the Preamble.

"Ancillary Agreements" means SPAC A&R Memorandum and Articles, the A&R Registration and Shareholder Rights Agreement, the Lock-Up Agreements, the Sponsor Support Agreement, the Company Support Agreement, the Holdco SSA, and each other agreement, instrument and certificate required by, or contemplated in connection with, this Agreement to be executed by any of the Parties as contemplated by this Agreement, in each case, only as is applicable to the relevant Party or Parties to such Ancillary Agreement, as indicated by the context in which such term is used.

"Anti-Corruption Laws" means applicable Laws related to corruption and bribery, including the U.S. Foreign Corrupt Practices Act of 1977, legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable Law that prohibits bribery, corruption, fraud or other improper payments (including, without limitation, any applicable Law of the Cayman Islands).

"Anti-Money Laundering Laws" means applicable Laws related to money laundering, including the Currency and Foreign Transaction Reporting Act of 1970, as amended (also known as the Bank Secrecy Act), the Money Laundering Control Act of 1986, as amended, and any other applicable Law related to money laundering of any jurisdictions in which the Company conducts business, including any anti-racketeering laws involving money laundering or bribery as a racketeering act (including, without limitation, any applicable Law of the Cayman Islands).

"Audited Financial Statements" has the meaning set forth in Section 5.6(a).

"Available Closing Date Cash" means an aggregate amount of cash equal to the sum of (without duplication) (a) the cash in the Trust Account, less amounts required to satisfy any SPAC Share Redemptions plus (b) the aggregate proceeds actually received by SPAC from any PIPE Investment consummated at, or prior to, the Closing, plus (c) the aggregate proceeds received from the FPA Investors under the Forward Purchase Agreement.

"Business Combination" has the meaning ascribed to such term in SPAC Existing Memorandum and Articles.

"Business Day" means any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in the State of New York, London, England; or the Cayman Islands.

"Cayman Companies Act" means the Companies Act (As Revised) of the Cayman Islands.

"Clayton Act" means the Clayton Act of 1914.

"Closing" has the meaning set forth in Section 2.2.

"Closing Date" has the meaning set forth in Section 2.2.

"Closing Form 8-K" has the meaning set forth in Section 8.9(f).

"Closing Payment Shares" means the SPAC Class A Shares to be issued to Holdco Shareholders on Closing pursuant to Section 3.1.

"Closing Press Release" has the meaning set forth in Section 8.9(f).

"Closing Statement" has the meaning set forth in Section 3.3

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

"Company" has the meaning set forth in the Preamble.

"Company Capital Restructuring" has the meaning set forth in the recitals.

"Company Disclosure Letter" means the Disclosure Letter delivered by the Company to SPAC concurrently with the execution and delivery of this Agreement.

"Company Employee Benefit Plan" means each equity, phantom equity, or equity-based compensation, retirement, pension, savings, profit sharing, bonus, incentive, severance, separation, employment, individual consulting or individual independent contractor, change in control, retention, deferred compensation, vacation, paid time off, medical, dental, life or disability, retiree or post-termination health or welfare, salary continuation, fringe or other compensatory or benefit plan, program, policy, arrangement or Contract, in each case, that is maintained, sponsored or contributed to (or required to be contributed to) by the Company or under or with respect to which the Company has or may have any Liability, and in each case whether or not (i) subject to the Laws of the United States, (ii) in writing or (iii) funded, but excluding in each case any statutory plan, program or arrangement that is required under applicable Law and/or maintained by any Governmental Entity.

"Company Fundamental Representations" means the representations and warranties set forth in Section 5.1 (*Organization; Authority; Enforceability*), Section 5.4 (*Noncontravention*), and Section 5.16 (*Brokerage*).

"Company Shares" shall mean all of the issued and outstanding shares in the Company immediately prior to the Company Capital Restructuring.

"Company Transaction Expenses" means, without duplication, all out-of-pocket expenses of the ZB Companies incurred in connection with the negotiation, preparation and execution of this Agreement, the Ancillary Agreements and the transactions contemplated hereby or thereby, including (i) costs, fees, expenses and disbursements of ZB Companies financial advisors, attorneys, accountants and other advisors and service providers and (ii) change in control payments, transaction bonuses, retention payments, termination payments, severance, retention bonuses and any other similar compensatory payments payable to any current or former employee, officer or director of the ZB Companies solely as a result of the transactions contemplated under this Agreement (and not subject to any subsequent event or condition, such as a termination of employment), including any Taxes relating to such payments to be paid and/or borne by the ZB Companies. For the avoidance of doubt, Company Transaction Expenses shall exclude Indebtedness.

"Competing SPAC" has the meaning set forth in Section 8.16.

"Competing Transaction" means (a) any transaction involving, directly or indirectly, the Company, which upon consummation thereof, would (x) result in the Company becoming a public company or (y) which would impede, interfere with or prevent the transactions contemplated hereby, or otherwise agree to, make, implement or consummate any of the foregoing, (b) any direct or indirect sale (including by way of a merger, consolidation, license, transfer, sale, option, right of first refusal with respect to a sale or similar preemptive right with respect to a sale or other business combination or similar transaction) of any material portion of the assets (including Intellectual Property) or business of the Company, taken as a whole (but excluding the sale of assets in the Ordinary Course of Business that in the aggregate could not reasonably be expected to impede, interfere with, prevent, or would reasonably be expected to materially delay the transactions contemplated hereby), (c) any direct or indirect sale (including by way of an issuance, dividend, distribution, merger, consolidation, license, transfer, sale, option, right of first refusal with respect to a sale or similar preemptive right with respect to a sale or other business combination or similar transaction) of equity, voting interests or debt securities of any ZB Companies (excluding any such sale between or among the ZB Companies), or rights, or securities that grant rights, to receive the same including profits interests, phantom equity, options, warrants, convertible or preferred shares or other equity-linked securities (except, in each case, as contemplated by this Agreement), (d) any direct or indirect acquisition (whether by merger, acquisition, share exchange, reorganization, recapitalization, joint venture, consolidation or similar business combination transaction), but excluding procurement of assets in the Ordinary Course of Business (but not the acquisition of a Person or business via an asset transfer), by the Company of the equity or voting interests of, or a material portion of the assets or business of, a third party (except, in each case, as contemplated or permitted by this Agreement), or (e) any liquidation or dissolution (or the adoption of a plan of liquidation or dissolution) of the Company (except to the extent contemplated by the terms of this Agreement), in all cases of clauses (a) through (e), either in one or a series of related transactions, where such transaction(s) is to be entered into with a Competing SPAC (including any Interested Party or any representatives of any Interested Party).

"Contract" means any written or oral contract, agreement, license or Lease.

"Copyleft Terms" has the meaning set forth in Section 5.12(e).

"Copyrights" has the meaning given to such term in the definition of "Intellectual Property".

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

"COVID-19 Measures" means any applicable quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester or any other applicable Law, Order, directive, guidelines or recommendations by an applicable Governmental Entity in connection with or in response to the COVID-19 pandemic, including, but not limited to, the Coronavirus Aid, Relief, and Economic Security Act (CARES).

"D&O Provisions" has the meaning set forth in Section 8.12(a).

"Disclosure Letters" means SPAC's Disclosure Letter and the Company Disclosure Letter.

"Employee Share Call Option Agreements" means call option agreements, on terms reasonably satisfactory to the Company and SPAC, to be entered into on Closing between SPAC and each Holdco Shareholder who immediately before Closing held Employee Shares (as defined in Holdco's Governing Documents) issued pursuant to Holdco's UK share option plan, giving SPAC the right to acquire (or cancel or otherwise defer the rights attaching to) those Employee Shares if the holder ceases to be employed by the Company, SPAC or any of their Affiliates, in accordance with the terms of the leaver provisions in Holdco's Governing Documents, mutatis mutandis, save that the vesting terms shall be as communicated by the Company to SPAC before Closing.

"Effective Date" has the meaning set forth in the Preamble.

"Environmental Laws" means any Laws relating to Hazardous Materials, pollution, the environment, natural resources, endangered or threatened species, or human health and safety.

"Equity Securities" means, with respect to any Person, all of the shares of capital stock, shares or equity of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock, shares or equity of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock, shares or equity of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares or equity (or such other interests), restricted stock awards, restricted stock units, equity appreciation rights, phantom equity rights, profit participation and all of the other ownership or profit interests of such Person (including partnership or member interests therein), whether voting or nonvoting.

"Exchange Ratio" means the quotient obtained by dividing the Per Share Merger Consideration by $10.00.

"Excluded Shares" means all shares in the capital of Holdco that are owned by Holdco (as treasury shares or otherwise) or any of its direct or indirect Subsidiaries and all deferred shares in the capital of Holdco from time to time.

"Executives" shall mean SPAC Executives and the ZB Chief Financial Officer.

"Forward Purchase Agreement" has the meaning set forth in the Recitals.

"FPA Investors" has the meaning set forth in the Recitals.

"Fully Diluted Holdco Shares" means, without duplication, the aggregate number of Holdco Shares that (i) are issued and outstanding immediately prior to the Effective Time or (ii) would be issuable upon the exercise of Holdco Options.

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governing Documents" means (a) in the case of a corporation or company, its certificate of incorporation (or analogous document), bylaws and/or its memorandum and articles of association; (b) in the case of a limited liability company, its certificate of formation (or analogous document) and limited liability company operating agreement; or (c) in the case of an exempted limited partnership, its certificate of registration and exempted limited partnership agreement; (d) in the case of a Person other than a corporation, company, exempted limited partnership or limited liability company, the documents by which such Person (other than an individual) establishes its legal existence or which govern its internal affairs.

"Governmental Entity" means any nation or government, any state, province, county, municipal or other political subdivision thereof, any entity exercising executive, legislative, tribal, judicial, regulatory or administrative functions of or pertaining to government, including any court, arbitrator (public or private) or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

"Hazardous Materials" means any substance that is listed, defined, designated, characterized, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant, waste or a contaminant, or words of similar import, under or pursuant to any Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor, petroleum byproducts, petroleum breakdown products, asbestos, asbestos-containing materials, mold, radon, flammable substances, explosive substances, urea formaldehyde foam insulation, polychlorinated biphenyls, per- and polyfluoroalkyl substances, and any other substances regulated under Environmental Law at any time prior to, on or after the Closing Date.

"Healthcare Laws" means (i) the Federal Food, Drug and Cosmetic Act ("FDCA"); (ii) the Public Health Service Act ("PHSA"); (iii) all federal or state criminal or civil fraud and abuse Laws (including the federal Anti-Kickback Statute (42 U.S.C. §1320a-7(b)), the Federal Health Care Fraud law (18 U.S.C. § 1347), the Civil Monetary Penalties Law (42 U.S.C. §1320a-7(a)), the Sunshine Act (42 U.S.C. §1320a-7(h)), the Exclusion Law (42 U.S.C. §1320a-7), the Criminal False Statements Law (42 U.S.C. §1320a-7b(a)), Stark Law (42 U.S.C. §1395nn), the False Claims Act (31 U.S.C. §§3729 et seq. 42 U.S.C. §1320a-7b(a)), HIPAA (42 U.S.C. §§1320d et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act), and any comparable Laws); (iv) licensing, disclosure and reporting requirements; and (v) any non-US equivalents of any of the foregoing.

"Holdco Option" shall mean any option to purchase Holdco Shares granted under a Holdco Option Plan that is outstanding immediately prior to the Effective Time (whether or not it is then vested or exercisable, but excluding any that could then never become exercisable except at the discretion of Holdco).

"Holdco Option Plan" shall mean the option plan for US holders established by the Company (while operated by it and subsequently once adopted by Holdco pursuant to the Company Capital Restructuring) and any other equity incentive plan operated by Holdco.

"Holdco Shareholders" shall mean the holders of Holdco Shares from time to time (before the Effective Time).

"Holdco Shares" shall mean all of the issued and outstanding shares in the capital of Holdco from time to time, other than Excluded Shares.

"Holdco Signing Date" shall mean the date on which Holdco signs this Agreement.

"Holdco SSA" shall mean the subscription and shareholders' agreement between Holdco, the Company and the holders of the Company Shares pursuant to which the Company Capital Restructuring shall be implemented (substantially in the form attached to the Company Disclosure Letter or in such other form as the Company and JATT may agree, acting reasonably and in good faith).

"Holdco Vote" means the vote of Holdco Shareholders holding the requisite number of Holdco Shares required to approve the Merger, as determined in accordance with applicable Law and the Governing Documents of Holdco and the Holdco SSA.

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

"Immediate Family" means, with respect to any specified Person, such Person's spouse, parents, children and siblings, including adoptive relationships and relationships through marriage, or any other relative of such Person that shares such Person's home.

"Indebtedness" means, with respect to a Party, without duplication: (a) all indebtedness for borrowed money or indebtedness issued or incurred in substitution or exchange for indebtedness for borrowed money; (b) all indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security; (c) all indebtedness for borrowed money of any Person for which such Party has guaranteed payment; (d) all capitalized Lease obligations or obligations required to be capitalized in accordance with GAAP; (e) any Liabilities in respect of deferred purchase price for property or services with respect to which such Person is liable, contingently or otherwise, as obligor or otherwise for additional purchase price (excluding any purchase commitments for capital expenditures or otherwise incurred in the Ordinary Course of Business); (f) reimbursement obligations under any drawn letters of credit; and (g) obligations under derivative financial instruments, including hedges, currency and interest rate swaps and other similar instruments; provided, however, that, in the case of the Company, "Indebtedness" shall not include any Indebtedness between or among any ZB Company.

"Insurance Policies" has the meaning set forth in Section 5.19.

"Intellectual Property" means all intellectual property, including any and all rights, title, and interest, in any jurisdiction throughout the world, in or to the following: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice) and invention disclosures, all improvements thereto, and all patents, utility models and industrial designs and all published and unpublished applications for any of the foregoing (and any patents, utility models, and industrial design that issue as a result of those applications), together with all reissuances, provisionals, continuations, continuations-in-part, divisionals, extensions, renewals, substitutions, and reexaminations thereof, or any counterparts and foreign equivalents thereof (collectively "Patents"); (b) all registered and unregistered trademarks, service marks, certification marks, trade dress, logos, slogans, trade names, taglines, corporate and business names, and all applications, registrations, and renewals in connection therewith, and other indicia of source, together with all goodwill symbolized or associated therewith (collectively, "Trademarks"); (c) Internet domain names, IP addresses, and rights of publicity and in social media usernames, handles, and accounts; (d) all works of authorship, registered and unregistered copyrights, all copyrights and rights in databases, mask works and design rights, and all applications, registrations, and renewals in connection therewith, and all moral rights associated with any of the foregoing (collectively "Copyrights"); (e) all trade secrets and confidential business information (including confidential ideas, research and development, know-how, formulas, compositions, algorithms, source code, data analytics, manufacturing and production processes and techniques, technical data and information, research, clinical and regulatory data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) (collectively "Trade Secrets"); (f) all rights in Software; (g) rights of publicity and privacy; and (h) rights recognized under applicable Law that are equivalent or similar to any of the foregoing.

"Interested Party" means (i) the ZB Chief Financial Officer, (ii) any direct or indirect equityholder of the ZB Companies or any of its respective Affiliates, and (iii) in the case of the ZB Chief Financial Officer, any Immediate Family or Affiliate of the ZB Chief Financial Officer.

"IT Assets" means any and all information technology systems, Software, systems, servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation, in each case, owned by one of the Company or leased, licensed, outsourced, and used, or held for use in or necessary for the operation of the Company.

"Knowledge" (a) as used in the phrase "to the Knowledge of the Company" or phrases of similar import means the knowledge of the ZB Chief Financial Officer after due inquiry, and (b) as used in the phrase "to the Knowledge of SPAC" or phrases of similar import means the knowledge of SPAC Executives after due inquiry.

"Latest Balance Sheet" has the meaning set forth in Section 5.6(a).

"Laws" means all laws, acts, statutes, constitutions, treaties, ordinances, codes, rules, regulations or rulings issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of a Governmental Entity, including common law. All references to "Laws" shall be deemed to include any amendments thereto, and any successor Law, unless the context otherwise requires.

"Liability" or "Liabilities" means any and all debts, liabilities and obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable.

"Liens" means, with respect to any specified asset, any and all liens, mortgages, charges, hypothecations, claims, encumbrances, options, pledges, licenses, rights of priority, easements, covenants, restrictions and security interests thereon.

"Lock-up Agreements" means the agreements relating to the certain SPAC Shares to be entered into among SPAC, the Sponsor, the Holdco Shareholders and the Optionholders to be effective as of the Closing, in substantially the form attached as Exhibit D.

"Lookback Date" means the date of incorporation of the Company.

"LTIP" has the meaning set forth in Section 8.4.

"Material Adverse Effect" means any event, circumstance or state of facts that, individually or in the aggregate, has had or would reasonably be expected to have, a material and adverse effect upon (a) the business, results of operations or financial condition of the ZB Companies, taken as a whole, or (b) the ability of the ZB Companies to perform their respective obligations and to consummate the transactions contemplated by this Agreement and the Ancillary Agreements; provided, however, that, with respect to the foregoing clause (a), none of the following (or the effect of the following), alone or in combination, will constitute a Material Adverse Effect, or will be considered in determining whether a Material Adverse Effect has occurred: (i) changes that are the result of factors generally affecting the industries or markets in which the ZB Companies operate; (ii) the public announcement or pendency of the transactions contemplated by this Agreement, including the negotiation and execution of this Agreement; (iii) changes in Law or GAAP or the interpretation thereof, in each case effected after the Effective Date; (iv) changes that are the result of economic factors affecting the national, regional or world economy or financial markets; (v) any change in the financial, banking, or securities markets; (vi) any strike, embargo, labor disturbance, cyberattack, riot, earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire, other weather- related or meteorological event, pandemic (including the COVID-19 pandemic and any COVID-19 Measures), epidemic, disease outbreak or other natural disaster or act of god; or (vii) any national or international political conditions in or affecting any jurisdiction in which the ZB Companies conduct business; provided, however, that any event, circumstance or state of facts resulting from a matter described in any of the foregoing clauses (i), (iii), (v), (vi) and (vii) will be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be likely to occur only to the extent such event, circumstance or state of facts has a material and disproportionate effect on the ZB Companies, taken as a whole, relative to other comparable entities operating in the industries and markets in which the ZB Companies operate. For the avoidance of doubt, any announcements from companies developing the same or similar antibodies, including but not limited to (a) Q32 Bio Inc. with respect to ADX-914, (b) OSE Immunotherapeutics and Servier with respect to OSE-127, (c) GlaxoSmith Kline with respect to GSK 2618960, will not constitute a Material Adverse Effect.

"Merger Consideration" means One Hundred Sixty-Five Million Dollars ($165,000,000).

"Per Share Merger Consideration" means the quotient obtained by dividing the Merger Consideration by the Fully Diluted Holdco Shares.

"Non-Party Affiliate" has the meaning set forth in Section 11.14.

"NYSE" means the New York Stock Exchange.

"Optionholder" means a holder of any Holdco Options.

"Order" means any order, writ, judgment, injunction, temporary restraining order, stipulation, determination, decree or award entered by or with any Governmental Entity or arbitral institution.

"Ordinary Course of Business" means, with respect to any Person, (a) any action taken or not taken by such Person in the ordinary course of business consistent with past practice, and (b) any other action taken or not taken by such Person in response to the actual or anticipated effect on such Person's business of COVID-19 or any COVID-19 Measures, in each case with respect to this clause (b) in connection with or in response to COVID-19.

"Ordinary Course Tax Sharing Agreement" means any written commercial agreement entered into in the Ordinary Course of Business of which the principal subject matter is not Tax but which contains customary Tax indemnification provisions.

"Outside Date" has the meaning set forth in Section 10.1(c).

"Owned Intellectual Property" means all Intellectual Property owned or purported to be owned, in whole or in part, any of the ZB Companies

"Party" or "Parties" has the meaning set forth in the Recitals.

"Patents" has the meaning given to such term in the definition of "Intellectual Property".

"PCAOB" means the Public Company Accounting Oversight Board.

"PCAOB Financial Statements" has the meaning set forth in Section 8.9(g).

"Permits" has the meaning set forth in Section 5.20(b).

"Permitted Liens" means (a) Liens securing obligations under capital leases; (b) easements, permits, rights of way, restrictions, covenants, reservations or encroachments, minor defects, irregularities in and other similar Liens of record affecting title to the property which do not materially impair the use or occupancy of such real property in the operation of the business of any of the ZB Companies as currently conducted thereon; (c) Liens for Taxes, assessments or governmental charges or levies imposed with respect to property which are not yet due and payable or which are being contested in good faith (provided appropriate reserves required pursuant to GAAP have been made in respect thereof on the books and records of the ZB Companies); (d) Liens in favor of suppliers of goods for which payment is not yet due or delinquent (provided appropriate reserves required pursuant to GAAP have been made in respect thereof); (e) mechanics', materialmen's, workmen's, repairmen's, warehousemen's, carrier's and other similar Liens arising or incurred in the Ordinary Course of Business which are not yet due and payable or which are being contested in good faith (provided appropriate reserves required pursuant to GAAP have been made in respect thereof); (f) Liens arising under workers' compensation Laws or similar legislation, unemployment insurance or similar Laws; and (g) Liens arising under municipal bylaws, development agreements, restrictions or regulations, and zoning, entitlement, land use, building or planning restrictions or regulations, in each case, promulgated by any Governmental Entity, which do not restrict or are not violated by the ZB Companies' current use of its real property.

"Person" means any natural person, sole proprietorship, partnership, exempted limited partnership, joint venture, trust, unincorporated association, corporation, company, exempted company, limited liability company, entity or Governmental Entity.

"Personal Information" means information that relates to an identified or identifiable natural person.

"Pfizer License" means the License Agreement with an effective date of March 22, 2022, and between Pfizer Inc., a corporation organized and existing under the laws of Delaware with offices at 235 East 42nd Street, New York, New York 10017 ("Pfizer"), with respect to the anti IL-7R antibody PF-06342674.

"PIPE Investment" has the meaning set forth in the Recitals.

"PIPE Investment Amount" has the meaning set forth in the recitals.

"PIPE Investor" means those certain investors participating with the Company's approval in the PIPE Investment pursuant to the Subscription Agreements.

"Pre-Closing Period" has the meaning set forth in Section 7.1(a).

"Privacy and Security Requirements" means (a) all applicable Privacy Laws, (b) all applicable Security Laws; (c) all applicable information, network and technology security laws and contractual requirements, (d) provisions relating to Processing of Personal Information in all applicable Privacy Contracts, (e) all applicable Privacy Policies and (f) the Payment Card Industry Data Security Standard.

"Privacy Contracts" means all Contracts between any ZB Company and any Person that govern the Processing of Personal Information.

"Privacy Laws" means all Laws pertaining to the collection, storage, use, access, disclosure, processing, security, modification, destruction, and transfer of Personal Information.

"Privacy Policies" means all written, external-facing policies of any ZB Company relating to the Processing of Personal Information, including all website and mobile application privacy policies.

"Proxy/Registration Statement" shall mean the registration statement Form S-4 (the "Form S-4") filed with the SEC, which shall also include proxy materials in the form of a Proxy Statement, whether in preliminary or definitive form, and any amendments or supplements thereto.

"Proceeding" means any action, suit, charge, litigation, arbitration, notice of violation or citation received, or other proceeding at law or in equity (whether civil, criminal or administrative) by or before any Governmental Entity.

"Process" or "Processing" means the creation, collection, use (including for the purposes of sending telephone calls, text messages and emails), storage, maintenance, processing, recording, distribution, transfer, transmission, receipt, import, export, protection (including safeguarding, security measures and notification in the event of a breach of security), access, disposal or disclosure or other activity regarding Personal Information (whether electronically or in any other form or medium).

"Prohibited Affiliate Transactions" means any of the following transactions not in the ordinary course of business, except for (a) those Prohibited Affiliate Transactions consented to (not to be unreasonably withheld, conditioned or delayed) in writing by SPAC after the Effective Date, and (b) the transactions contemplated by this Agreement or the Ancillary Agreements:

(a) the declaration, making or payment of any dividend, other distribution or return of capital (whether in cash or in kind) by any ZB Company to any Holdco Shareholder or holder of shares in the Company;

(b) any payment by any ZB Company to any Interested Party in connection with any redemption, purchase or other acquisition of shares in the capital, partnership interests or other securities of any ZB Company;

(c) any (i) loan made or owed by any ZB Company to any Interested Party, or (ii) payment made or Liability incurred, assumed or indemnified, whether in cash or kind, by any ZB Company to, or on behalf of, or for the benefit of, any Interested Party or any payments made to any officer, director, employee or independent contractor of an Interested Party solely to the extent such payment is made to such officer, director, employee or independent contractor in his, her or its capacity as an officer, director, employee or independent contractor of an Interested Party, other than compensation, benefits or expense reimbursement (in each case, of the types available to the Executives or otherwise on arms' length terms) paid or provided in the Ordinary Course of Business to individuals who are officers, directors or employees of any ZB Company;

(d) any Lien made, created or granted over any asset of any ZB Company in favor of any Interested Party;

(e) any guarantee by any ZB Company of any Liability of any Interested Party;

(f) any discharge, forgiveness or waiver by any ZB Company of any Liability owed by any Interested Party to the Company;

(g) material increases in the compensation or bonus payable by any ZB Company to any Interested Party;

(h) the sale, purchase, transfer, license, sublicense, covenant not to assert, or disposal of any Intellectual Property or material equipment owned by any ZB Company to or in favor of an Interested Party;

(i) the sale, purchase, transfer or disposal of any material asset or right of any ZB Company not referenced in clause (h) above to or in favor of an Interested Party, other than in the Ordinary Course of Business; and

(j) any commitment or agreement to do any of the foregoing.

"Private Placement Warrant" means a private placement warrant of the SPAC each exercisable for one SPAC Class A Share at $11.50 per share.

"Proxy Statement" means the Proxy Statement on Schedule 14A to be filed with the SEC by SPAC in connection with SPAC Shareholder Meeting.

"Public Warrant" means the warrants included in the public units of SPAC and each exercisable for one SPAC Class A Share.

"Publicly Available Software" means any Software (or portion thereof) (i) that is distributed (A) as free Software or open source Software (including, for example, Software distributed under the GNU General Public License, the GNU Lesser General Public License, the Affero General Public License, Mozilla Public License, or Apache Software License), or (B) pursuant to open source, copy left or similar licensing and distribution models, or (ii) that requires as a condition of use, modification and/or distribution of such Software that such Software or other Software incorporated into, derived from or distributed with such Software (A) be disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works or (C) be redistributable at no or minimal charge.

"Registrar" means the Registrar of Companies of the Cayman Islands.

"Registration and Shareholder Rights Agreement" means that certain Registration and Shareholder Rights Agreement, dated as of July 13, 2021, by and among, SPAC, Sponsor and the Holders signatory thereto (as defined therein).

"Released Claims" has the meaning set forth in Section 11.10.

"Required Vote" means the vote of SPAC Shareholders required to approve SPAC Shareholder Voting Matters, as determined in accordance with applicable Law, SPAC Existing Memorandum and Articles and the NYSE rules and regulations.

"Sanctioned Country" means any country or region that is, or has been in the past five (5) years, the subject or target of a comprehensive embargo under Sanctions in effect at the time.

"Sanctioned Person" means any Person that is: (a) listed on any applicable U.S. or non-U.S. sanctions-related restricted party list, including the U.S. Department of Treasury Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals and Blocked Persons List, the EU Consolidated List and HM Treasury's Consolidated List of Persons Subject to Financial Sanctions; (b) in the aggregate, fifty percent (50%) or greater owned, directly or indirectly, or otherwise controlled by a Person or Persons described in clause (a); or (c) organized, resident or located in a Sanctioned Country.

"Sanctions" means all Laws and Orders relating to economic or trade sanctions administered or enforced by the United States (including by OFAC, the U.S. Department of State and the U.S. Department of Commerce), Canada, the United Kingdom, the United Nations Security Council, the European Union, or any other relevant Governmental Entity.

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

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

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

"Securities Liens" means Liens arising out of, under or in connection with (a) applicable federal, state and local securities Laws and (b) restrictions on transfer, hypothecation or similar actions contained in any Governing Documents.

"Security Breach" means a data security breach or breach of Personal Information under applicable Privacy and Security Requirements or any other applicable Laws.

"Security Incident" means any unauthorized access, use, disclosure, modification or destruction of information or interference with IT Assets that impacts the confidentiality, integrity or availability of such information and IT Assets.

"Security Laws" means all Laws pertaining to the policies, methods, means and standards required to protect data from unauthorized access, use, disclosure, modification or destruction, and to ensure the confidentiality, availability and integrity of such data and IT Assets.

"Self-Help Code" means any back door, time bomb, drop dead device, or other Software routine designed to disable a computer program without input from, knowledge of, or notice to the user of the program.

"Sherman Act" means the Sherman Antitrust Act of 1890.

"Signing Form 8-K" has the meaning set forth in Section 8.9(a).

"Signing Press Release" has the meaning set forth in Section 8.9(a).

"Software" means all computer software, applications, and programs (and all versions, releases, fixes, patches, upgrades and updates thereto, as applicable), including software compilations, development tools, compilers, files, scripts, manuals, design notes, programmers' notes, architecture, application programming interfaces, mobile applications, algorithms, data, databases, and compilations of data, comments, user interfaces, menus, buttons, icons, as well as any foreign language versions, fixes, upgrades, updates, enhancements, new versions, previous versions, new releases and previous releases thereof, in each case, whether in source code, object code or human readable form.

"SPAC" has the meaning set forth in the Preamble.

"SPAC A&R Memorandum and Articles" means has the meaning set forth in the Recitals.

"SPAC Board" means, at any time, the board of directors of SPAC.

"SPAC Board Recommendation" means the unqualified recommendation of the SPAC Board to SPAC Shareholders that they vote in favor of all the SPAC Shareholder Voting Matters at the SPAC Shareholder Meeting.

"SPAC Class A Share" means a Class A Ordinary Share, par value $0.0001 per share, in the capital of SPAC.

"SPAC Class B Share" means a Class B Ordinary Share, par value $0.0001 per share, in the capital of SPAC.

"SPAC Class B Share Conversion" has the meaning set forth in the Recitals.

"SPAC Companies" means SPAC, Merger Sub and Merger Sub 2.

"SPAC Competing Transaction" means any transaction involving, directly or indirectly, any merger or consolidation with, or acquisition of, purchase of all or substantially all of the assets or equity of, consolidation or similar business combination with, or other transaction that would constitute a Business Combination with or involving SPAC and a third party, other than the Company or Holdco.

"SPAC Employee Benefit Plan" means each equity, phantom equity, or equity-based compensation, retirement, pension, savings, profit sharing, bonus, incentive, severance, separation, employment, individual consulting or individual independent contractor, change in control, retention, deferred compensation, vacation, paid time off, medical, dental, life or disability, retiree or post-termination health or welfare, salary continuation, fringe or other compensatory or benefit plan, program, policy, arrangement or Contract, in each case, that is maintained, sponsored or contributed to (or required to be contributed to) by SPAC or under or with respect to which the SPAC has or may have any Liability, and in each case whether or not (i) subject to the Laws of the United States, (ii) in writing or (iii) funded, but excluding in each case any statutory plan, program or arrangement that is required under applicable Law and/or maintained by any Governmental Entity.

"SPAC Executives" means Someit Sidhu and Verender Badial.

"SPAC Existing Memorandum and Articles" means the Amended and Restated Memorandum of Association of the SPAC adopted by special resolution dated July 12, 2021 and effective on July 13, 2021 and the Amended and Restated Articles of Association of the SPAC adopted by special resolution dated July 12, 2021 and effective on July 13, 2021.

"SPAC Fundamental Representations" means the representations and warranties set forth in Section 6.1 (*Organization; Authority; Enforceability*), Section 6.2 (*Capitalization*), and Section 6.4 (*Trust Account*).

"SPAC Governing Documents" means, at any time prior to the Closing, the certificate of incorporation issued by the Registrar, the SPAC Existing Memorandum and Articles, at any time following the Closing, SPAC A&R Memorandum and Articles, as in effect at such time.

"SPAC Material Adverse Effect" means any event, circumstance or state of facts that, individually or in the aggregate, has had or would be reasonably expected to have a material and adverse effect upon the ability of SPAC to perform its obligations and to consummate the transactions contemplated by this Agreement and the Ancillary Agreements.

"SPAC Related Parties" has the meaning set forth in Section 6.20.

"SPAC SEC Documents" has the meaning set forth in Section 6.5(a).

"SPAC Share Redemption" means the election of an eligible holder of SPAC Class A Shares (as determined in accordance with the SPAC Existing Memorandum and Articles and the Trust Agreement) to redeem all or a portion of such holder's SPAC Class A Shares, at the per-share price, payable in cash, equal to such holder's pro rata share of the Trust Account (as determined in accordance with the SPAC Existing Memorandum and Articles and the Trust Agreement), by tendering SPAC Class A Shares of such holder for redemption not later than 5:00 p.m. Eastern Time on the date that is two (2) Business Days prior to the date of SPAC Shareholder Meeting.

"SPAC Shareholder Meeting" means an extraordinary general meeting of SPAC Shareholders to be called for the purpose of voting on the SPAC Shareholder Voting Matters.

"SPAC Shareholder Voting Matters" means, collectively, proposals to approve (a) as an ordinary resolution, the adoption of this Agreement and the transactions contemplated by this Agreement, (b) as a special resolution, the adoption of the proposed SPAC A&R Memorandum and Articles in replacement of SPAC Existing Memorandum and Articles, (c) as an ordinary resolution the changes to the authorized share capital of SPAC, (d) as an ordinary resolution, the adoption of the LTIP and the approval of SPAC's assumption of the Holdco Options in accordance with Section 3.2, (e) as an ordinary resolution, the issuance of SPAC Class A Shares, pursuant to this Agreement, including any approval which may be reasonably required by the NYSE, (f) as an ordinary resolution, the appointment of the directors constituting the post-Closing SPAC Board, (g) as an ordinary resolution, the adjournment of SPAC Shareholder Meeting if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of SPAC Shareholder Voting Matters, (h) as an ordinary resolution, the adoption and approval of any other proposals that the SEC (or staff members thereof) may indicate are necessary in its comments to the Registration Statement or correspondence related thereto, and (j) as an ordinary resolution (or, if required by applicable Law or the SPAC Existing Memorandum and Articles, as a special resolution), any other proposals that are submitted to, and require the vote of, SPAC Shareholders in the Registration Statement.

"SPAC Shareholders" means the holders of SPAC Class A Shares and SPAC Class B Shares, in each case, as of immediately prior to the Closing.

"SPAC Shares" means SPAC Class A Shares and SPAC Class B Shares.

"SPAC Transaction Expenses" means, without duplication, all out-of-pocket fees and expenses of SPAC incurred in connection with the negotiation, preparation and execution of this Agreement, the Ancillary Agreements, the Registration Statement and the consummation of the transactions contemplated hereby and thereby, including (i) fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of SPAC's financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers (including any deferred underwriting fees or any other accrued and unpaid fees incurred by SPAC in connection with its initial public offering) and (ii) all operating costs, including without limitation the premiums paid for directors' and officers' liability insurance; provided that SPAC Transaction Expenses shall not exceed seven million five hundred thousand dollars ($7,500,000).

"SPAC's Disclosure Letter" means the Disclosure Letter delivered by SPAC to the Company concurrently with the execution and delivery of this Agreement.

"Sponsor" has the meaning set forth in the recitals.

"Subscription Agreement" means a subscription agreement (substantially in the form attached hereto as Exhibit E) executed by a PIPE Investor on or prior to the date hereof.

"Subsidiaries" means, of any Person, any corporation, company, exempted company, association, partnership, exempted limited partnership, limited liability company, joint venture or other business entity of which more than fifty percent (50%) of the voting power or equity is owned or controlled directly or indirectly by such Person, or one (1) or more of the Subsidiaries of such Person, or a combination thereof.

"Tail Policy" has the meaning set forth in Section 8.12(b).

"Tax" or "Taxes" means all federal, state, local, non-U.S., and other net or gross income, net or gross receipts, net or gross proceeds, payroll, employment, excise, severance, stamp, occupation, windfall or excess profits, profits, customs, capital stock, withholding, social security, unemployment, disability, real property, personal property (tangible and intangible), sales, use, transfer, value added, alternative or add-on minimum, capital gains, user, leasing, lease, natural resources, ad valorem, franchise, capital, estimated, goods and services, fuel, interest equalization, registration, recording, premium, turnover, environmental or other taxes, social security contributions of any kind, charges, duties, fees, levies or other governmental charges of any kind whatsoever, including all interest, penalties, assessments and additions imposed with respect to the foregoing, imposed by (or otherwise payable to) any Governmental Entity, and, in each case, whether disputed or not, whether payable directly or by withholding and whether or not requiring the filing of a Tax Return.

"Tax Proceeding" means any audit, examination, claim or Proceeding with respect to Taxes, Tax matters, or Tax Returns.

"Tax Returns" means all federal, state, and local returns, declarations, reports, claims for refund, information returns, elections, disclosures, statements, or other documents (including any related or supporting schedules, attachments, statements or information, and including any amendments thereof) filed or required to be filed with a Taxing Authority in connection with, or relating to, Taxes.

"Tax Sharing Agreement" means any agreement or arrangement (including any provision of a Contract) pursuant to which the ZB Companies is or may be obligated to indemnify any Person for, or otherwise pay, any Tax of or imposed on another Person, or indemnify, or pay over to, any other Person any amount determined by reference to actual or deemed Tax benefits, Tax assets, or Tax savings.

"Taxing Authority" means any Governmental Entity having jurisdiction over the assessment, determination, collection, administration or imposition of any Tax.

"Trade Secrets" has the meaning given to such term in the definition of "Intellectual Property".

"Trademarks" has the meaning given to such term in the definition of "Intellectual Property".

"Transfer Taxes" means transfer, documentary, sales, use, real property, stamp, registration and other similar Taxes, fees and costs (including any associated penalties and interest) incurred in connection with this Agreement that are payable by SPAC, the Company or its Subsidiaries.

"Trust Account" means the trust account established by SPAC pursuant to the Trust Agreement.

"Trust Agreement" means that certain Investment Management Trust Agreement, dated as of July 16, 2021, by and between SPAC and Continental Stock Transfer & Trust Company, a New York corporation.

"Trust Amount" has the meaning set forth in Section 6.4.

"Trustee" means Continental Stock Transfer & Trust Company, acting as trustee of the Trust Account.

"Unauthorized Code" means any virus, "Trojan horse", worm, spyware, keylogger software, or other Software routines or hardware components, faults or malicious code or damaging device, designed to permit unauthorized access, to disable, erase, or otherwise harm Software, hardware or data that is not developed or authorized by any ZB Company or the licensor of the Software or hardware components, or that in each case, if activated would be material to the business of the Company.

"Unit" means the publicly traded units of SPAC, each consisting of one SPAC Class A Share and one-half of one Public Warrant.

"ZB Chief Financial Officer" means Oliver Levy.

"ZB Companies" means Holdco and the Company.

ARTICLE II
MERGER; THE SUBSEQUENT MERGER

Section 2.1 **Merger**. Upon and subject to the terms and conditions set forth in this Agreement, on the Closing Date, in accordance with the applicable provisions of the Cayman Companies Act, Merger Sub shall be merged with and into Holdco. Following the Merger, the separate legal existence of Merger Sub shall cease, and Holdco shall continue as the surviving company in the Merger under the Cayman Companies Act and continue as a wholly owned subsidiary of SPAC.

Section 2.2 **Closing; Effective Time**. Unless this Agreement is earlier terminated in accordance with ARTICLE X, the closing of the Merger (the "Closing") shall take place via electronic exchange of documents on a date no later than three (3) Business Days after the satisfaction or waiver of all the conditions set forth in ARTICLE IV that are required to be satisfied prior to the Closing Date, or at such other place and time as the Company and SPAC may mutually agree upon. The date on which the Closing actually occurs is hereinafter referred to as the "Closing Date". At the Closing, the Parties hereto shall (as appropriate) execute a plan of merger (the "Plan of Merger") in form and substance acceptable to SPAC and the Company, along with all other documentation and declarations required under the Cayman Companies Act in connection with such Merger (together the "Merger Documents") and the Parties hereto shall cause the Merger to be consummated by filing the Merger Documents with the Registrar in accordance with the provisions of the Cayman Companies Act. The Merger shall become effective at the time when the Plan of Merger is registered by the Registrar in accordance with the Cayman Companies Act (or such other date as may be specified in the Merger Documents, provided that such date shall not be a date later than the ninetieth date after the date of such registration) (the "Effective Time").

Section 2.3 **Effect of the Merger**. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Merger Documents and the applicable provisions of the Cayman Companies Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, agreements, powers and franchises, debts, Liabilities, duties and obligations of Merger Sub shall become the property, rights, privileges, agreements, powers and franchises, debts, Liabilities, duties and obligations of Holdco, which shall include the assumption by Holdco of any and all agreements, covenants, duties and obligations of Merger Sub set forth in this Agreement to be performed after the Effective Time.

Section 2.4 **Subsequent Merger**. Immediately after the Effective Time, in accordance with the applicable provisions of the Cayman Companies Act, SPAC shall cause Holdco to merge with and into Merger Sub 2. Following the Subsequent Merger, the separate legal existence of Holdco shall cease, and Merger Sub 2 shall continue (the "Surviving Company") under the Cayman Companies Act and continue as a wholly owned subsidiary of SPAC.

Section 2.5 **Subsequent Closing; Subsequent Effective Time**. The closing of the Subsequent Merger (the "Subsequent Closing") shall take place immediately after the Effective Time. At the Subsequent Closing, the Parties hereto shall (as appropriate) execute a plan of merger (the "Subsequent Plan of Merger") in form and substance acceptable to SPAC and the Company, along with all other documentation and declarations required under the Cayman Companies Act in connection with such Subsequent Merger (together the "Subsequent Merger Documents") and the Parties hereto shall cause the Subsequent Merger to be consummated by filing the Subsequent Merger Documents with the Registrar in accordance with the provisions of the Cayman Companies Act. The Subsequent Merger shall become effective at the time when the Subsequent Plan of Merger is registered by the Registrar in accordance with the Cayman Companies Act (or such other date as may be specified in the Subsequent Merger Documents, provided that such date shall not be a date later than the ninetieth date after the date of such registration) (the "Subsequent Effective Time").

Section 2.6 **Effect of the Subsequent Merger**. At the Subsequent Effective Time, the effect of the Subsequent Merger shall be as provided in this Agreement, the Subsequent Merger Documents and the applicable provisions of the Cayman Companies Act. Without limiting the generality of the foregoing, and subject thereto, at the Subsequent Effective Time, all the property, rights, privileges, agreements, powers and franchises, debts, Liabilities, duties and obligations of Holdco shall become the property, rights, privileges, agreements, powers and franchises, debts, Liabilities, duties and obligations of the Surviving Company.

Section 2.7 **Memorandum and Articles of Association of the Surviving Company**. At the Subsequent Effective Time, and without any further action on the part of Holdco or Merger Sub 2, the Memorandum and Articles of Association of Merger Sub 2 shall become the Memorandum and Articles of Association of the Surviving Company until thereafter amended in accordance with its terms and as provided by law.

Section 2.8 **Register of Members of the Company**. As soon as reasonably practicable following the Subsequent Effective Time, (i) the Surviving Company shall deliver a copy of this Agreement to the board of directors of the Company (together with any other documents requested by the board of directors of the Company), notifying the board of directors of the Company of the Subsequent Merger and the transmission of the shares in the Company held by Holdco to the Surviving Company pursuant to the Subsequent Merger and request the board of directors of the Company to record the Surviving Company as the holder of the shares in the Company and the issuance of a share certificate in respect of such shares in the Company; and (ii) as soon as reasonably practicable following receipt of the notice referred to in (i), the Company shall register the Surviving Company as the holder of the shares in the Company and shall issue a share certificate in respect of such shares to the Surviving Company.

Section 2.9 **Rights Not Transferable**. The rights of the Holdco Shareholders as of immediately prior to the Effective Time are personal to each such Holdco Shareholder and shall not be assignable or otherwise transferable for any reason (except (i) by operation of Law or (ii) in the case of a natural Person, by will or the Laws of descent and distribution). Any attempted transfer of such right by any Holdco Shareholder (otherwise than as permitted by the immediately preceding sentence) shall be null and void.

Section 2.10 **Taking of Necessary Action; Further Action**. If, at any time after the Effective Time or Subsequent Effective Time (as applicable), any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Company with full right, title and interest in, to and under, and/or possession of, all assets, property, rights, privileges, powers and franchises of Merger Sub, Merger Sub 2 and Holdco, the officers and directors of Merger Sub, Merger Sub 2 and Holdco (as applicable) are fully authorized in the name of their respective exempted companies or otherwise to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

Section 2.11 **Tax Treatment**. The Parties agree that for U.S. federal income Tax purposes (i) the Company Capital Restructuring shall be treated as a reorganization within the meaning of Section 368(a)(1)(F) of the Code, and the documents effectuating such transaction shall be treated as a plan of reorganization, as contemplated by Treasury Regulations Section 1.368-2(g), and (ii) the Merger and the Subsequent Merger shall together be treated as a reorganization within the meaning of Section 368(a)(1)(A) of the Code, and the documents effectuating such transaction shall be treated as a plan of reorganization, as contemplated by Treasury Regulations Section 1.368-2(g) (collectively, the "Intended Tax Treatment"). The Parties agree to file all Tax Returns consistent with such Intended Tax Treatment and no Party shall take any position inconsistent with the Intended Tax Treatment for any Tax purposes unless otherwise required by a final determination by a Taxing Authority within the meaning of Section 1313(a) of the Code. For the avoidance of doubt, if the SEC requires a tax opinion with respect to the qualification as a tax-free reorganization of either or both (i) the Company Capital Restructuring and (ii) the Merger and the Subsequent Merger as a tax-free reorganization under Section 368 be prepared and submitted, Loeb & Loeb LLP shall not be obligated or required to prepare and submit any such tax opinion.

Section 2.12 **Transfers of Ownership**. If any certificate for Closing Payment Shares is to be issued in a name other than that in which the Holdco Share in exchange for which it is issued is registered, it will be a condition of the issuance thereof that the person requesting such issue will have demonstrated his entitlement to such issue to the reasonable satisfaction of SPAC or any agent designated by it and shall pay to SPAC, any agent designated by it, or the relevant Taxing Authority any transfer or other Taxes required by reason of the issuance of a certificate for Closing Payment Shares in any name other than that of the registered holder of that Holdco Share, or established to the reasonable satisfaction of SPAC or any agent designated by it that such tax has been paid or is not payable.

ARTICLE III
CONSIDERATION

Section 3.1 **Conversion of Shares**.

(a) Conversion of Holdco Shares. At the Effective Time, by virtue of the Merger and without any action on the part of SPAC, Merger Sub, Merger Sub 2, Holdco, the Company or the Holdco Shareholders, each Holdco Share issued and outstanding immediately prior to the Effective Time shall be automatically converted into the right to receive, for no further consideration, a number of SPAC Class A Shares equal to the Exchange Ratio. Immediately upon the Effective Time, SPAC shall issue to the holders of the aforementioned Holdco Shares the Closing Payment Shares to which they are entitled pursuant to the preceding sentence, as fully paid, non-assessable and free from all Liens, in accordance with the Merger Documents. For avoidance of any doubt, each Holdco Shareholder will cease to have any other rights with respect to its Holdco Shares, and each Holdco Shareholder waives any such rights it might otherwise have pursuant to Holdco's Governing Documents or any shareholders' agreement or otherwise, including any rights to receive any other amount of consideration in respect of the conversion of its Holdco Shares pursuant to this Agreement.

(b) Treatment of Excluded Shares. At the Effective Time, all Excluded Shares shall be automatically canceled without any conversion or consideration delivered in exchange thereof.

(c) Adjustments in Certain Circumstances. Without limiting the other provisions of this Agreement, if at any time during the period between the date of this Agreement and the Effective Time, the outstanding Holdco Shares or SPAC Class A Shares shall have been changed into a different number of shares or a different class, by reason of any share dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, or any similar event shall have occurred, then any number or amount contained herein which is based upon the number of Holdco Shares or SPAC Class A Shares, as applicable, will be appropriately adjusted to provide to SPAC and the Holdco Shareholders the same economic effect as contemplated by this Agreement prior to such event.

(d) No Further Ownership Rights in Shares. The Closing Payment Shares issued or issuable in respect of Holdco Shares in accordance with the terms hereof shall be deemed to have been issued or be issuable in full satisfaction of all rights pertaining to such Holdco Shares, and from and after the Effective Time, no Holdco Shareholder shall have any ownership right in Holdco and there shall be no further registration of transfers of Holdco Shares on the register of members of the Surviving Company.

Section 3.2 Treatment of Holdco Options. At the Effective Time, each Holdco Option shall be converted into an option to acquire SPAC Class A Shares upon substantially the same terms and conditions as are in effect with respect to such option immediately prior to the Effective Time, including with respect to vesting and termination-related provisions (each, a "SPAC Option") except that (a) such SPAC Option shall relate to a number of shares of SPAC Class A Shares (rounded to the nearest whole share) equal to the number of Holdco Shares subject to such Holdco Option, multiplied by the Exchange Ratio, and (b) the exercise price per SPAC Class A Share for each such SPAC Option shall be equal to the exercise price per Holdco Share of such Holdco Option in effect immediately prior to the Effective Time, divided by the Exchange Ratio (the exercise price so determined being rounded to the nearest full cent).

Section 3.3 Closing Statement. No earlier than five (5) Business Days and no later than three (3) Business Days prior to the Closing Date, Holdco shall deliver to SPAC a statement in a form reasonably acceptable to SPAC, which statement shall be certified as complete and correct by a director or the chief financial officer of Holdco in his capacity as such and which shall accurately set forth: (i) the names and addresses of each Holdco Shareholder and Optionholder; (ii) the number and class of Holdco Shares expected to be held by or subject to Holdco Options held by, each such holder immediately prior to the Closing; and (iii) the number of Closing Payment Shares to be issued to each such Holdco Shareholder and SPAC Class A Shares to be subject to each Optionholder's SPAC Options (the "Closing Statement"). If there is any change to such Closing Statement between the time of such delivery and the Closing, Holdco shall promptly deliver an updated Closing Statement to SPAC.

Section 3.4 No Issuance of Fractional Shares. No fractional Closing Payment Shares will be issued pursuant to the Merger, and instead any such fractional share that would otherwise be issued will be rounded to the nearest whole share.

Section 3.5 Withholding. SPAC or Merger Sub and any other applicable withholding agent shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement, any amounts required to be deducted and withheld under the Code, or any provision of any federal, state, local or non-U.S. Tax Law. SPAC or Merger Sub (as applicable) shall use commercially reasonable efforts to (a) give, or cause the applicable withholding agent to give, advance written notice to Holdco of the intention to make any such deduction or withholding (except in the case of any withholding required as a result of a failure to deliver an applicable Internal Revenue Service Form W-8 or Internal Revenue Service Form W-9 that has been requested by SPAC or Merger Sub or any applicable withholding agent, or any withholding on compensatory payments made in connection with this Agreement) which notice shall include the basis for the proposed deduction or withholding, and (b) provide the relevant Holdco Shareholders with a reasonable opportunity to provide forms or other evidence that would exempt such amounts from such deduction or withholding under applicable Law. Any amounts so withheld shall be timely and properly paid over to the appropriate Taxing Authority by SPAC or Merger Sub or the applicable withholding agent. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

ARTICLE IV
CLOSING CONDITIONS

Section 4.1 Conditions to the Obligations of the Parties at Closing.

(a) Conditions to the Obligations of Each Party. The obligation of each Party to consummate the transactions to be performed by it in connection with the Closing is subject to the satisfaction or written waiver, as of the Closing Date, of each of the following conditions:

(i) Hart-Scott-Rodino Act. If a filing is required in connection with the consummation of the transactions contemplated by this Agreement under the HSR Act, the waiting period applicable to the consummation of the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated.

(ii) No Orders or Illegality. There shall not be any applicable Law in effect that makes the consummation of the transactions contemplated by this Agreement illegal or any Order in effect enjoining or prohibiting the consummation of the transactions contemplated by this Agreement.

(iii) Required Vote. The Required Vote to definitively approve the Merger shall have been obtained.

(iv) Holdco Vote. The Holdco Vote to definitively approve the Merger shall have been obtained.

(v) Net Tangible Assets. After giving effect to all redemptions of SPAC Shares, SPAC shall have net tangible assets of at least $5,000,001 immediately prior to the Merger.

(vi) Joint Registration/Proxy Statement. SPAC shall have filed a joint Registration/Proxy Statement with the SEC on Form S-4 and such Registration/Proxy Statement shall have been declared effective by the SEC and remain effective as of the Closing.

(vii) Government Action. No Party or its applicable directors, officers, employees, contractors, representatives or Affiliates shall have been the subject of any actual, pending or threatened enquiry or Proceeding by any Governmental Entity regarding any violation of any Law.

(viii) Company Capital Restructuring. Closing of the Company Capital Restructuring (as defined in the Holdco SSA) shall have occurred in accordance with the Holdco SSA.

(b) Conditions to Obligations of SPAC Companies. The obligations of SPAC Companies to consummate the transactions to be performed by SPAC Companies in connection with the Closing is subject to the satisfaction or written waiver, at or prior to the Closing Date, of each of the following conditions:

(i) Representations and Warranties.

(A) The representations and warranties of the Company set forth in Article V of this Agreement (other than the Company Fundamental Representations) shall be true and correct as of the date of this Agreement and as of the Closing Date as though then made (or if such representations and warranties relate to a specific date, such representations and warranties shall be true and correct as of such date), except in each case, to the extent such failure of the representations and warranties to be so true and correct, individually or in the aggregate, (i) has not had and would not reasonably be expected to have a Material Adverse Effect or (ii) was caused by the undertaking of such actions set forth in Section 7.1(a) of this Agreement; and

(B) Company Fundamental Representations, in each case, without giving effect to any materiality or Material Adverse Effect qualifiers contained therein, shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though then made (or if such representations and warranties relate to a specific date, such representations and warranties shall be true and correct as of such date).

(ii) Performance and Obligations of the ZB Companies. Each ZB Company shall have performed or complied in all material respects with all covenants required by this Agreement to be performed or complied with by it, on or prior to the Closing Date.

(iii) Material Adverse Effect. Since the Effective Date, there has been no Material Adverse Effect.

(iv) Officer's Certificate. (A) The Company shall deliver to SPAC, a duly executed certificate from an authorized Person of the Company, dated as of the Closing Date, certifying that the conditions set forth in Section 4.1(b)(i), Section 4.1(b)(ii), and Section 4.1(b)(iii) with respect to the Company have been satisfied.

(v) Ancillary Agreements. The Company and Holdco (as applicable) shall have executed and delivered a copy of each Ancillary Agreement to which it is a party.

(vi) PCAOB Financial Statements. The Company shall have delivered to SPAC Companies the PCAOB Financial Statements.

(c) Conditions to Obligations of ZB Companies. The obligation of ZB Companies to consummate the transactions to be performed by ZB Companies, in connection with the Closing is subject to the satisfaction or written waiver, at or prior to the Closing Date, of each of the following conditions:

(i) Representations and Warranties.

(A) The representations and warranties of SPAC Companies set forth in Article VI of this Agreement (other than SPAC Fundamental Representations) shall be true and correct as of the date of this Agreement and as of the Closing Date as though then made (or if such representations and warranties relate to a specific date, such representations and warranties shall be true and correct as of such date), except in each case, to the extent such failure of the representations and warranties to be so true and correct, individually or in the aggregate, has not had and would not reasonably be expected to have a SPAC Material Adverse Effect; and

(B) SPAC Companies Fundamental Representations, in each case, without giving effect to any materiality or material adverse effect qualifiers contained therein, shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though then made (or if such representations and warranties relate to a specific date, such representations and warranties shall be true and correct in all material respects as of such date).

(ii) Performance and Obligations of SPAC Companies. SPAC Companies shall have performed or complied in all material respects with all covenants required by this Agreement to be performed or complied with by SPAC Companies on or prior to the Closing Date.

(iii) SPAC Material Adverse Effect. Since the Effective Date there has been no SPAC Material Adverse Effect.

(iv) Officer's Certificate. SPAC Companies shall deliver to the ZB Companies, a duly executed certificate from an officer of SPAC, dated as of the Closing Date, certifying that the conditions set forth in Section 4.1(c)(i) and Section 4.1(c)(ii) have been satisfied.

(v) Available Closing Date Cash. Available Closing Date Cash shall not be less than sixty five million dollars ($65,000,000).

(vi) SPAC Closing Deliveries. Each of the SPAC Companies shall have executed and delivered a copy of each Ancillary Agreement to which it is a party.

(vii) Stock Exchange Listing. SPAC Class A Shares to be issued in connection with the Merger have been approved for listing on NYSE, subject only to official notice of issuance thereof, and immediately following the Closing, SPAC shall satisfy all applicable initial and continuing listing requirements of NYSE and shall not have received any notice of non-compliance therewith.

(d) Frustration of Closing Conditions. None of ZB Companies or SPAC Companies may rely on the failure of any condition set forth in this Section 4.1 to be satisfied if such failure was caused by such Party's failure to act in good faith or to use commercially reasonable efforts to cause the closing conditions of such other Party to be satisfied.

(e) Waiver of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Section 4.1 that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

ARTICLE V
REPRESENTATIONS AND WARRANTIES REGARDING THE ZB COMPANIES

As an inducement to SPAC Companies to enter into this Agreement and consummate the transactions contemplated by this Agreement, except as set forth in the applicable section of the Company Disclosure Letter, the Company hereby represents and warrants to SPAC Companies, the following (in respect of Holdco, as of the Holdco Signing Date (and reading each reference to the Effective Date as a reference to the Holdco Signing Date) and except as disclosed in the documents provided to SPAC on or before the Holdco Signing Date pursuant to which the Company Capital Restructuring is implemented):

Section 5.1 Organization; Authority; Enforceability. Each ZB Company is (a) duly incorporated or formed, validly existing, and in good standing (or the equivalent), if applicable, under the Laws of its jurisdiction of incorporation or formation (or, if continued in another jurisdiction, under the Laws of its current jurisdiction of registration (as applicable)), (b) qualified to do business and is in good standing (or the equivalent), if applicable, in the jurisdictions in which the conduct of its business or locations of its assets and/or its leasing, ownership, or operation of properties makes such qualification necessary, except where the failure to be so qualified to be in good standing (or the equivalent) would not reasonably be expected to be material to the ZB Companies and (c) each ZB Company has the requisite power and authority to own, lease and operate its properties and to carry on its businesses as presently conducted. Each ZB Company has the corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and to consummate the transactions contemplated hereby and thereby, and each ZB Company has taken all corporate or other legal entity action necessary in order to execute, deliver and perform its respective obligations hereunder and to consummate the transactions contemplated hereby and thereby. Each ZB Company has duly approved this Agreement and the Ancillary Agreements to which it is a party and to consummate the transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of this Agreement by the Company and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by the ZB Companies and constitutes the valid and binding agreement of the ZB companies, enforceable against such Party in accordance with its terms, except as such may be limited by bankruptcy, insolvency, winding-up, reorganization or other Laws affecting creditors' rights generally, by general equitable principles and mandatory applicable Laws. Correct and complete copies of the Governing Documents of each ZB Company, as in effect on the date hereof, have been made available to SPAC.

Section 5.2 **No Dissolution, Bankruptcy or Insolvency**. No measures have been taken or threatened for the dissolution and liquidation or declaration of bankruptcy of any of the ZB Companies and no events have occurred which would justify any such measures to be taken, in particular (i) no order has been made, petition presented, resolution passed or meeting convened for the winding up, dissolution or liquidation of any of the ZB Companies and there are no proceedings under applicable insolvency, bankruptcy, composition, moratorium, reorganization, or similar laws and no events have occurred which would require the initiation of any such proceedings, nor are any such proceedings threatened; and (ii) no receiver, liquidator, administrator, commissioner or similar official has been appointed in respect of any of the ZB Companies and no step has been taken for or with a view to the appointment of such a person. The ZB Companies are neither over-indebted, nor insolvent nor unable to pay their debts as they fall due pursuant to the respective applicable Law.

Section 5.3 **Corporate Books and Registers**. The corporate books, registers, accounts, ledgers, records and supporting documents of the ZB Companies are up to date and contain complete and accurate records in all material respects of all matters since the Lookback Date, which were required to be dealt with in such documents pursuant to the relevant applicable Law.

Section 5.4 **Noncontravention**. Except for the filings pursuant to Section 8.8, the consummation by the ZB Companies of the transactions contemplated by this Agreement and the Ancillary Agreements do not (a) conflict with or result in any breach of any of the material terms, conditions or provisions of, (b) constitute a material default under (whether with or without the giving of notice, the passage of time or both), (c) result in a material violation of, (d) give any third party the right to terminate or accelerate, or cause any termination or acceleration of, any material right or material obligation under, (e) result in the creation of any Lien upon any of the such Party's assets, (f) require any approval from, or (g) require any filing with, (i) any Material Contract, (ii) any Governing Document of the ZB Companies or (iii) any Law or Order to which any ZB Company is bound or subject, with respect to clauses (d) through (g), which would reasonably be expected to be material to any ZB Company. No ZB Company is in material violation of any of the Governing Documents of such company.

Section 5.5 Capitalization.

(a) Section 5.5(a) of the Company Disclosure Letter sets forth with respect to each ZB Company as of the Effective Date, (i) its name and jurisdiction of incorporation or formation, (ii) its form of organization or formation and (iii) the Equity Securities issued by each ZB Company (including the number and class (as applicable) of vested and unvested Equity Securities) and the record and beneficial ownership (including the percentage interests held thereby) thereof. The Equity Securities set forth on Section 5.5(a) of the Company Disclosure Letter comprise all of the share capital, limited liability company interests or other Equity Securities, as applicable, of each ZB Company that are issued and outstanding as of the Effective Date and the holders of the Equity Securities are the registered and sole legal and beneficial owners of the Equity Securities free from any Liens.

(b) Except as set forth on Section 5.5(b) of the Company Disclosure Letter, or set forth in this Agreement and if applicable, as further detailed in the Ancillary Agreements or the Governing Documents of the ZB Companies:

(i) there are no outstanding options, warrants, Contracts, calls, puts, rights to subscribe, conversion rights or other similar rights to which any ZB Company is a party or which are binding upon any ZB Company providing for the offer, issuance, redemption, exchange, conversion, voting, transfer, disposition or acquisition of any of its Equity Securities;

(ii) no ZB Company is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any of its Equity Securities;

(iii) no ZB Company is a party to any voting trust, proxy or other agreement or understanding with respect to the voting of any of its Equity Securities;

(iv) there are no contractual equityholder preemptive or similar rights, rights of first refusal, rights of first offer or registration rights in respect of Equity Securities of any of any ZB Company to which any ZB Company is a party;

(v) no ZB Company has violated in any material respect any applicable securities Laws or any preemptive or similar rights created by Law, Governing Document or Contract to which such company is a party in connection with the offer, sale or issuance of any of its Equity Securities; and

(vi) other than pursuant to applicable Law, there are no contractual restrictions which prevent the payment of dividends or distributions by any ZB Companies.

(c) Except as set forth on Section 5.5(c) of the Company Disclosure Letter, all of the issued and outstanding Equity Securities of the ZB Companies have been duly authorized, validly issued, fully paid and non-assessable and free of any preemptive rights in respect thereto, and were not issued in violation of any preemptive rights, call options, rights of first refusal, subscription rights, transfer restrictions or similar rights of any Person or applicable Law.

(d) No ZB Company currently owns, directly or indirectly, any Equity Securities in any Person, and no ZB Company has agreed to acquire any Equity Securities of any Person or has any branch, division, establishment or operations outside the jurisdiction in which it is incorporated, formed or organized (as applicable).

Section 5.6 **Financial Statements; No Undisclosed Liabilities**.

(a) Attached as Section 5.6(a) of the Company Disclosure Letter are (x) the audited consolidated balance sheets of the Company as of March 31, 2022 (the "Latest Balance Sheet"). and (y) the related audited consolidated statements of operations for the fiscal periods then ended (together with the Latest Balance Sheet, the "Audited Financial Statements").

(b) The Audited Financial Statements have been, and the PCAOB Financial Statements will be, when delivered to SPAC, derived from the books and records of Company. (i) the Audited Financial Statements have been, and the PCAOB Financial Statements will be, when delivered SPAC, prepared in all material respects in accordance with GAAP applied on a consistent basis throughout the periods indicated therein and (ii) the Audited Financial Statements fairly presents, and the PCAOB Financial Statements will, when delivered to SPAC, fairly present, in all material respects, the combined assets, liabilities, and financial condition as of the respective dates thereof and the operating results of the Company for the periods covered thereby, subject to normal, year-end audit adjustments (none of which will be material) and the absence of footnotes and other presentation items.

(c) The ZB Companies have no material Liabilities that are required to be disclosed on a balance sheet in accordance with GAAP, other than (i) Liabilities set forth in or reserved against in the Audited Financial Statements; (ii) Liabilities which have arisen after the date of the Latest Balance Sheet in the Ordinary Course of Business (none of which results from, arises out of, or was caused by any breach of warranty, breach of Contract or infringement or violation of Law); or (iii) Liabilities arising under this Agreement, the Ancillary Agreements and/or the performance by the Company of its obligations hereunder or thereunder or incurred in connection with the transactions contemplated by this Agreement, including the Company Transaction Expenses.

(d) No ZB Company has any outstanding indebtedness.

(e) No ZB Company maintains any "off-balance sheet arrangement" within the meaning of Item 303 of Regulation S-K of the Securities and Exchange Commission.

Section 5.7 **No Material Adverse Effect**. Since the Lookback Date through the Effective Date, there has been no Material Adverse Effect.

Section 5.8 **Absence of Certain Developments**. Since the Lookback Date each ZB Company has conducted its business in all material respects in the Ordinary Course of Business. Since March 31, 2022, other than as set forth in Section 5.8 of the Company Disclosure Letter no ZB Company has taken (or has had taken on its behalf) any action that would, if taken after the Effective Date, require SPAC's consent under Section 7.1(a) of this Agreement.

Section 5.9 **Real Property**. No ZB Company owns or leases, or has ever owned or leased, any real property.

Section 5.10 **Tax Matters**. Each ZB Company has timely filed any income and other material Tax Returns required to be filed by it on or prior to the Closing Date pursuant to applicable Laws (taking into account any validly obtained extensions of time within which to file). All income and other material Tax Returns filed by each of the ZB Companies, if any, are correct and complete in all material respects and have been prepared in material compliance with all applicable Laws. All income and other material amounts of Taxes due and payable by each of the ZB Companies for which the applicable statute of limitations remains open have been timely paid (whether or not shown as due and payable on any Tax Return).

(a) Each ZB Company has timely and properly withheld or collected and paid to the applicable Taxing Authority all material amounts of Taxes required to have been withheld and paid by it in connection with any amounts paid or owing to any employee, independent contractor, creditor, equityholder or other third party and all material sales, use, ad valorem, value added, and similar Taxes and has otherwise complied in all material respects with all applicable Laws relating to such withholding, collection and payment of Taxes.

(b) No written claim has been made by a Taxing Authority in a jurisdiction where a ZB Company does not file a Tax Return, or pay Tax, that such ZB Company is or may be subject to taxation, or required to file a Tax Return in, that jurisdiction, which claim has not been settled or resolved.

(c) No ZB Company is currently or has been since the Lookback Date the subject of any Tax Proceeding with respect to any Taxes or Tax Returns of or with respect to any ZB Company, no such Tax Proceeding is pending, and, no such Tax Proceeding has been threatened in writing, in each case, that has not been settled or resolved. No ZB Company has commenced a voluntary disclosure proceeding in any jurisdiction that has not been resolved or settled. All material deficiencies for Taxes asserted or assessed in writing against any ZB Company have been fully and timely (taking into account applicable extensions) paid, settled or withdrawn, and, no such deficiency has been threatened or proposed in writing against any ZB Company.

(d) There are no outstanding agreements extending or waiving the statute of limitations applicable to any Tax or Tax Return with respect to any ZB Company or extending a period of collection, assessment or deficiency for Taxes due from or with respect to any ZB Company, which period (after giving effect to such extension or waiver) has not yet expired, and no written request for any such waiver or extension is currently pending. No ZB Company is the beneficiary of any extension of time (other than an automatic extension of time not requiring the consent of the applicable Governmental Entity) within which to file any Tax Return not previously filed.

(e) No ZB Company will be required to include any material item of income, or exclude any material item of deduction, for any period (or portion thereof) after the Closing Date (determined with and without regard to the transactions contemplated by this Agreement) as a result of: (i) an installment sale transaction occurring on or before the Closing Date; (ii) a disposition occurring on or before the Closing Date reported as an open transaction; (iii) any prepaid amounts received on or prior to the Closing Date or deferred revenue realized, accrued or received outside the Ordinary Course of Business on or prior to the Closing Date; (iv) a change in method of accounting that occurs or was requested on or prior to the Closing Date (or as a result of an impermissible method used prior to the Closing Date); or (v) an agreement entered into with any Governmental Entity on or prior to the Closing Date; (vi) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. Law); (vii) election under Section 108(i) of the Code made on or before the Closing Date, (viii) any ZB Company or their Subsidiaries that is a "controlled foreign corporation" (within the meaning of Section 957(a) of the Code) having "subpart F income" (within the meaning of Section 952(a) of the Code) accrued prior to the Closing Date, (ix) "global intangible low-taxed income" of the ZB Companies or their Subsidiaries within the meaning of Section 951A of the Code (or any similar provision of state, local or non-U.S. Law) attributable to any taxable period (or portion thereof) on or before the Closing Date, or (x) election made pursuant to Section 965(h) of the Code.

(f) There is no Lien for Taxes on any of the assets of any ZB Company, other than Permitted Liens.

(g) No ZB Company has any material Liability for Taxes of any other Person as a successor or transferee, by contract, by operation of Law, or otherwise (other than pursuant to an Ordinary Course Tax Sharing Agreement). No ZB Company is party to or bound by any Tax Sharing Agreement, except for any Ordinary Course Tax Sharing Agreement.

(h) The unpaid Taxes of the ZB Companies (i) did not, as of the date of the Latest Balance Sheet, materially exceed the reserves for Tax liabilities (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) included in the Latest Balance Sheet and (ii) do not materially exceed such reserves as adjusted for the passage of time through the Closing Date in accordance with the past practices of the ZB Companies in filing its Tax Returns.

(i) No ZB Company has taken any action nor is aware of any facts or circumstances that could reasonably be expected to prevent the transactions contemplated by this Agreement from qualifying for the Intended Tax Treatment.

Section 5.11 Contracts.

(a) Except as set forth on Section 5.11(a) of the Company Disclosure Letter and except for the Pfizer License, no ZB Company is a party to, or bound by, any (other than any Contracts that are no longer in effect and under which no ZB Company has any continuing or potential material Liability):

(i) collective bargaining agreement;

(ii) leases, subleases, licenses, concessions and other Contracts pursuant to which the Company or its Subsidiaries holds any leased real property.;

(iii) (x) Contract for the employment or engagement of any directors, officers, employees or individual independent contractors providing for an annual base compensation in excess of $100,000, (y) Contract providing for severance payments in excess of $250,000, in the aggregate or (z) Contract requiring the payment of any compensation by any ZB Companies that is triggered as a result of the consummation of the transactions contemplated by this Agreement;

(iv) Contract under which any ZB Company has created, incurred, assumed or borrowed any money or issued any note, indenture or other evidence of Indebtedness or guaranteed Indebtedness of others, in each case having an outstanding principal amount in excess of $250,000;

(v) written license or royalty Contract licensing-in or granting to any ZB Company right in or immunity under any Intellectual Property, other than Contracts (w) concerning uncustomized, commercially available Software (whether software, software-as-a-service services, platform-as-a-service services, and/or infrastructure-as-a-service services) licensed for less than $250,000 in annual fees; (x) that include a license in of any commercially available Intellectual Property pursuant to stock, boilerplate, or other generally non-negotiable terms, such as, for example, website and mobile application terms and conditions or terms of use, stock photography licenses, and similar Contracts; or (y) whereby Intellectual Property is implicitly licensed;

(vi) written license or royalty Contract licensing out or granting any rights in or immunity under any Owned Intellectual Property to any Person, other than Contracts (w) pursuant to which any ZB Company grants non-exclusive licenses that are immaterial to the business of such ZB Company; or (x) whereby Owned Intellectual Property is non-exclusively implicitly licensed or non-exclusively licensed to service providers, subcontractors, or suppliers of the Company solely to the extent necessary for such Person to provide services thereto;

(vii) Contract that any ZB Company reasonably expects will require aggregate future payments to or from the Company in excess of $500,000 in the twelve (12) month period following Closing, other than those Contracts that can be terminated without material penalty by the Company upon ninety (90) days' notice or less and can be replaced with a similar Contract on materially equivalent terms in the Ordinary Course of Business;

(viii) joint venture, partnership or similar Contract;

(ix) other than this Agreement, Contract for the sale or disposition of any material assets or Equity Securities of any ZB Company (other than those providing for sales or dispositions of (x) assets and inventory in the Ordinary Course of Business, and (y) assets no longer used in the businesses of such ZB Company, in each case, under which there are material outstanding obligations of such Company) (including any sale or disposition agreement that has been executed, but has not closed);

(x) Contract that materially limits or restricts, or purports to limit or restrict, any ZB Company (or after the Closing, SPAC or the Company) from engaging or competing in any line of business or material business activity in any jurisdiction;

(xi) Contract that contains a provision providing for the sharing of any revenue or cost-savings with any other Person;

(xii) Contract involving the payment of any earnout or similar contingent payment;

(xiii) Contract involving the settlement, conciliation or similar agreement of any Proceeding or threatened Proceeding (y) involving payments (exclusive of attorney's fees) in excess of $75,000 in any single instance or in excess of $250,000 in the aggregate, or (z) that by its terms limits or restricts any ZB Company from engaging or competing in any line of business in any jurisdiction;

(xiv) Contract requiring any capital commitment or capital expenditure (or series of capital commitments or expenditures) following the Closing Date by any ZB Company in an amount in excess of $250,000 annually or $500,000 over the life of the Contract;

(xv) Contract that relates to the future acquisition of material business, assets or properties by any ZB Company (including the acquisition of any business, stock or material assets of any Person or any real property and whether by merger, sale of stock, sale of assets or otherwise) for a purchase price in excess of $250,000 in any single instance or in excess of $500,000 in the aggregate, except for (x) any agreement related to the transactions contemplated by this Agreement, (y) any non-disclosure, indications or interest, term sheets, letters of intent or similar agreements entered into in connection with such acquisitions, and (z) any agreement for the purchase of inventory or other assets or properties in the Ordinary Course of Business; or

(xvi) Contract pursuant to which any Person (other than the ZB Companies) has guaranteed the Liabilities of the ZB Companies.

(b) each Contract listed on Section 5.11(a) of the Company Disclosure Letter (each, a "Material Contract") is in full force and effect and is valid, binding and enforceable against the Company and against each other party thereto, except as such may be limited by bankruptcy, insolvency, reorganization or other Laws affecting creditors' rights generally and by general equitable principles. The Company has made available to SPAC a copy of each Material Contract. With respect to all Material Contracts, none of the Company or, to the Knowledge of the Company, any other party to any such Material Contract is in breach or default thereunder, which breach or default would be or reasonably be expected to be material (or is alleged in writing to be in breach or default thereunder, which breach or default would be or reasonably be expected to be material) and, to the Knowledge of the Company, there does not exist under any Material Contract any event or circumstance which, with the giving of notice or the lapse of time (or both), would constitute such a breach or default by the Company thereunder (which breach or default would be or reasonably be expected to be material) or any other party to such Material Contract (which breach or default would be or reasonably be expected to be material). No ZB Company has received any written claim or notice, or, oral claim or notice, of breach of or default under any such Material Contract (which breach or default would be or reasonably be expected to be material).

(c) Set forth on Section 5.11(c) of the Company Disclosure Letter is a list of the Material Suppliers. Since the Lookback Date, no such Material Supplier has canceled, terminated or, materially and adversely altered its relationship with the Company (in each case would be or reasonably be expected to be material) or threatened in writing to cancel, terminate or materially and adversely alter its relationship with the Company (in each case, would be or reasonably be expected to be material). There have been no disputes between the Company and any Material Supplier since the Lookback Date which would be or reasonably be expected to be material.

(d) Other than as set forth in their Governing Documents, no ZB Company is subject to any obligation (contingent or otherwise) to repurchase or otherwise retire any Equity Securities of another Person which is not a ZB Company.

Section 5.12 Intellectual Property.

(a) Pursuant to the Pfizer License, the Company has been granted exclusive worldwide rights to *Develop* and *Commercialize* the *Licensed Technology* in the *Field* (such italicized terms bearing the meanings ascribed to them in the Pfizer License), subject to the terms and conditions of the Pfizer License.

(b) As of the date of this Agreement, there is not and, to the Knowledge of the Company, within the six (6) years preceding the date of this Agreement there have not been, any Proceedings pending (or, to the Knowledge of the Company, threatened, and, since the Lookback Date, the Company has not received any written charge, complaint, claim, demand, or notice that has not been fully resolved with prejudice) alleging any such infringement, misappropriation or other violation (including any claim that the Company must license or refrain from using any material Intellectual Property rights of any Person) or challenging the ownership, registration, validity or enforceability of any Owned Intellectual Property or any Licensed Technology. To the Knowledge of the Company, none of the Company, its products or services, nor the conduct of the business does or did infringe, misappropriate, or otherwise violate any Intellectual Property of any Person.

(c) As of the date of this Agreement, (i) to the Knowledge of the Company, no Person is, infringing upon, misappropriating or otherwise violating any Owned Intellectual Property or any Licensed Technology in a manner that is material to the Company; and (ii) the Company has not sent to any Person any written notice, charge, complaint, claim or other written assertion against such third Person claiming infringement or violation by or misappropriation of any Intellectual Property of the Company.

(d) The Company is the exclusive licensee under the Pfizer License as effected by an agreement among Pfizer, Rinat Neuroscience Corp (a wholly owned subsidiary of Pfizer) and the Company.

(e) The Company is the sole and exclusive owner of all right, title, and interest in and to all Owned Intellectual Property, free and clear of all Liens (other than Permitted Liens) and the Company owns, or has the valid right to use, all other Intellectual Property and IT Assets that are used in or necessary for the conduct of the business of the Company as currently conducted and as contemplated to be conducted, and none of the foregoing will be materially adversely impacted by (nor will require the payment or grant of additional material amounts or material consideration as a result of) the execution, delivery, or performance of this Agreement or any Ancillary Agreement, or the consummation of the transactions contemplated hereby or thereby.

(f) All Publicly Available Software used by the Company in connection with the Company's business has been used in all material respects in accordance with the terms of its governing license. The Company has not used any Publicly Available Software in connection with Owned Intellectual Property, nor licensed or distributed to any third party any combination of Publicly Available Software and Owned Intellectual Property, in each case, in a manner that (i) requires, or conditions the use or distribution of any Software that is Owned Intellectual Property on, the disclosure, licensing or distribution of any source code for any Owned Intellectual Property or (ii) otherwise imposes any limitation, restriction or condition on the right or ability of the Company to use, distribute or enforce Owned Intellectual Property in any manner (the terms of such Publicly Available Software giving rise to the events in clauses (i) and (ii), "Copyleft Terms").

(g) No current or former director, officer, manager, employee, agent or third-party representative of the Company has any right, title or interest, directly or indirectly, in whole or in part, in any material Intellectual Property owned or used by the Company, in each case except as would not be material to the Company. Except as disclosed in Section 5.12(g) of the Company Disclosure Letter, the Company has obtained from all Persons (including all current and former founders, officers, directors, shareholders, employees, contractors, consultants and agents) who have contributed to the creation of any Owned Intellectual Property a valid and enforceable written present assignment of all rights, title, and interest in and to any such Owned Intellectual Property to the Company, or all such rights, title, and interest in and to such Owned Intellectual Property have vested in the Company by operation of Law, in each case except where the failure to do so is not material to the Company. To the Knowledge of the Company, no Person is in violation of any such written assignment agreements.

(h) The Company has taken commercially reasonable measures to protect and maintain the confidentiality of all Trade Secrets and any other material confidential information (including material proprietary source code) owned by the Company (and any confidential information owned by any Person to whom any of the Company has a confidentiality obligation). Except as required by Law or as part of any audit or examination by a regulatory authority or self-regulatory authority, no such Trade Secret or confidential information has been disclosed by the Company to any Person other than to Persons subject to a duty of confidentiality or pursuant to a written agreement restricting the disclosure and use of such Trade Secrets or any other confidential information by such Person. To the Knowledge of the Company, no Person is in violation of any such written confidentiality agreements.

(i) No government funding, nor any facilities of a university, college, other educational institution, or similar institution, or research center, was used by the Company in the development of any Intellectual Property owned by the Company nor does any such Person have any rights, title, or interest in or to any Owned Intellectual Property. The Company is not member of or party to any patent pool, industry standards body, trade association, or other organization pursuant to which the Company is obligated to grant any license, rights, or immunity in or to any Owned Intellectual Property to any Person.

(j) The IT Assets are sufficient in all material respects for the current business operations of the Company. The Company has in place commercially reasonable disaster recovery and security plans and procedures and have implemented commercially reasonable security regarding the confidentiality, availability, security and integrity of the IT Assets owned by the Company and all confidential or sensitive data and information stored thereon, such as Personal Information, including from unauthorized access and infection by Unauthorized Code. The Company have maintained in the Ordinary Course of Business all required licenses and service contracts, including the purchase of a sufficient number of license seats, for all Software material to the operations of the Company as currently conducted.

(k) Each item of Intellectual Property owned or used by the Company immediately prior to the Closing will be owned or available for use by the Company immediately subsequent to the Closing on identical terms and conditions as owned or used by the Company immediately prior to the Closing.

Section 5.13 Data Security; Data Privacy.

(a) The ZB Companies have not experienced any material Security Breaches or material Security Incidents or a material failure of the IT Assets since the Lookback Date, and no ZB Company has received any uncured written notices, claims or complaints from any Person regarding such a material Security Breach or material Security Incident or material failure of the IT Assets since the Lookback Date. Since the Lookback Date, no ZB Company has received any uncured written complaint, claim, demand, inquiry or other notice, including a notice of investigation, from any Person (including any Governmental Entity or self- regulatory authority or entity) regarding any of the ZB Companies' Processing of Personal Information or compliance with applicable Privacy and Security Requirements.

(b) Except as would not be or reasonably be expected to be material, to the Company's Knowledge, the ZB Companies are, and since the Lookback Date have been, in compliance with all applicable Privacy and Security Requirements. To the Company's Knowledge, the ZB Companies have a valid and legal right (whether contractually, by Law or otherwise) to access or use all Personal Information that is processed by or on behalf of the ZB Companies in connection with the use and/or operation of its products and business, in the manner such Personal Information is accessed and used by the ZB Companies except where the failure to have such right would not be material to the ZB Companies. The execution, delivery, or performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any applicable Privacy and Security Requirements or result in or give rise to any right of termination or other right to impair or limit the ZB Companies' right to own or process any Personal Information used in or necessary for the conduct of the business of the ZB Companies, except where such termination, impairment or limitation would not be material to the ZB Companies.

Section 5.14 Information Supplied. The information supplied in writing by the ZB Companies expressly for inclusion in the Proxy/Registration Statement, any other document submitted to any other Governmental Entity or any announcement or public statement regarding the transactions contemplated by this Agreement (including the Signing Press Release and the Closing Press Release), shall not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading at (a) the time such information is filed, submitted or made publicly available, and with respect to information supplied by the ZB Companies for inclusion in the Proxy/Registration Statement, such information is not revised by any subsequently filed amendment prior to the time that the Proxy/Registration Statement is first mailed, to the extent such initially included information does not result in Liabilities to SPAC under the Securities Act or the Securities Exchange Act, (b) the time the Proxy/Registration Statement (or any amendment thereof or supplement thereto) is first mailed to SPAC Shareholders, or (c) the time of SPAC Shareholder Meeting (in each case, subject to the qualifications and limitations set forth in the materials provided by the ZB Companies or that are included in such filings and/or mailings), except that no warranty or representation is made by the ZB Companies with respect to statements made or incorporated by reference therein based on information supplied by SPAC or its Affiliates for inclusion in such materials.

Section 5.15 **Litigation**. There are no Proceedings (or to the Knowledge of the Company, investigations by a Governmental Entity) pending or threatened in writing against any ZB Company or any director or officer of the ZB Companies (in their capacity as such), and since the Lookback Date the ZB Companies have not been subject to or bound by any material outstanding Orders. There are no Proceedings pending or threatened by the ZB Companies against any other Person. There are no ongoing internal investigations by the ZB Companies with respect to any current employee of the ZB Companies.

Section 5.16 **Brokerage**. No ZB Company has any Liability in connection with this Agreement or the Ancillary Agreements, or the transactions contemplated hereby or thereby, that would result in the obligation of the ZB Companies or SPAC Companies to pay any finder's fee, brokerage or agent's commissions or other like payments.

Section 5.17 **Labor Matters**.

(a) Section 5.17(a) of the Company Disclosure Letter sets forth a complete list of all employees of each ZB Company as of the date hereof and title and/or job description, job location and base compensation and any bonuses paid with respect to the last fiscal year, or if the Company is less than one year since incorporation with respect to the current fiscal year, whereby bonuses shall be the target bonuses agreed upon but not yet paid between Company and employee and any bonuses already paid. As of the date hereof, all employees of each ZB Company are legally permitted to be employed by each ZB Company in the jurisdiction in which such employees are employed in their current job capacities and the necessary working permits are in place.

(b) All employment agreements between the ZB Companies and their employees are in writing and contain only customary terms and conditions. The ZB Companies do not retain, and have not retained in the past, any consultants or freelancers that could be requalified as employees under applicable Laws.

(c) As at the date of this Agreement, no material salary increases have been resolved but not yet implemented by the ZB Companies. Any claims of current or former employees of the ZB Companies, including any claims for compensation, bonus, overtime and holidays, are fully provided for in the Audited Financial Statement as per the respective accounts date. Since such accounts date, overtime claims and outstanding holiday entitlements accrued only in the Ordinary Course of Business.

(d) No ZB Company is a party to or negotiating any collective bargaining agreement with respect to its employees. There are no strikes, work stoppages, slowdowns or other material labor disputes pending or, to the Knowledge of the Company, threatened against any ZB Company, and no such strikes, work stoppages, slowdowns or other material disputes have occurred since the Lookback Date. Since the Lookback Date, (i) no labor union or other labor organization, or group of employees of any ZB Company, has made a written demand for recognition or certification with respect to any employees, and there are no representation or certification proceedings presently pending or, to the Knowledge of the Company, threatened to be brought or filed with the National Labor Relations Board or any similar labor relations tribunal or authority, and (ii) there has been no actual or, to the Knowledge of the Company, threatened, material unfair labor practice charges against any ZB Company.

(e) Each ZB Company, is, and since the Lookback Date has been, in compliance, in all material respects, with all applicable Laws relating to the employment of labor, including (where applicable) provisions thereof relating to wages and hours, classification, equal opportunity, employment harassment, discrimination or retaliation, disability rights, workers' compensation, affirmative action, collective bargaining, workplace health and safety, immigration, whistleblowing and layoffs, employee trainings and notices, labor relations, employee leave issues, unemployment insurance, and the payment of social security and other Taxes. Since the Lookback Date, none of any ZB Companies has implemented any mass layoff of their employees.

(f) Except as set forth on Section 5.17(f) of the Company Disclosure Letter, the ZB Companies do not have in existence any share or other incentive scheme, whether settled in cash or in (phantom) securities of any kind and the ZB Companies have no obligation to pay any bonus or similar payments to any present or former employee or consultant. No ZB Company has any obligation to make any severance, change-of-control or transaction bonus payment, or any payment of compensation for loss of office, employment or redundancy to any present or former employee, consultant or director as a consequence of the transactions contemplated by this Agreement.

(g) Except as would not reasonably be expected to result in material Liabilities to any ZB Company, since the Lookback Date, (i) each ZB Company has withheld all amounts required by Law or by agreement to be withheld from the wages, salaries, and other payments that have become due and payable to employees; (ii) none of any ZB Company has been liable for any arrears of wages, compensation or related Taxes, penalties or other sums with respect to its employees; (iii) each ZB Company has paid in full to all employees and individual independent contractors all wages, salaries, commissions, bonuses and other compensation due and payable to or on behalf of such employees and such individual independent contractors; and (iv) each individual who since the Lookback Date has provided or is providing services to any ZB Company, and has been classified as (y) an independent contractor, consultant, leased employee, or other non-employee service provider, or (z) an exempt employee, has been properly classified as such under all applicable Laws relating to wage and hour and Tax.

(h) To the Knowledge of the Company, no employee or individual independent contractor of any ZB Companies is, with respect to his or her service, in breach of the terms of any employment agreement, nondisclosure agreement, noncompetition agreement, non-solicitation agreement, restrictive covenant or similar obligation (i) owed to any ZB Company; or (ii) owed to any third party. No senior executive has provided, to the Knowledge of the Company, oral or written notice, and no key employee has provided written notice of any present intention to terminate his or her relationship with any ZB Company within the first twelve (12) months following the Closing.

(i) Since the Lookback Date, each ZB Company has used reasonable best efforts to investigate all sexual harassment, or other discrimination, or retaliation allegations which have been reported to the appropriate individuals responsible for reviewing such allegations in accordance with the policies and procedures established by any ZB Company. With respect to each such allegation with potential merit, each ZB Company has taken such corrective action that is reasonably calculated to prevent further improper conduct. No ZB Company reasonably expects any material Liabilities with respect to any such allegations.

Section 5.18 Employee Benefit Plans.

(a) Section 5.18(a) of the Company Disclosure Letter sets forth a list of each material Company Employee Benefit Plan. The Company has made available to SPAC correct and complete copies of the constituting documents of the Company Employee Benefit Plans. The Company Employee Benefit Plans comply in all material respects with applicable Laws. There are no other pension plans, benefit plans or similar health or welfare commitments of the ZB Companies. All premiums, benefits, contributions due to be paid to, and all other liabilities relating to, the Company Employee Benefit Plans or social security have been paid when due or have been adequately provisioned for in the Audited Financial Statements. All Company Employee Benefit Plans that are required to be funded and/or book reserved under applicable Laws or pursuant to the Company Employee Benefit Plans are funded and/or book reserved based upon reasonable actuarial assumptions.

(b) None of the Company Employee Benefit Plans has any accumulated funding deficiency on a projected benefit obligations basis.

(c) Except as set forth on Section 5.18(c) of the Company Disclosure Letter, the consummation of the transactions contemplated by this Agreement, alone or together with any other event will not (i) result in any material payment or benefit becoming due or payable, to any current or former officer, employee, director or individual independent contractor under a Company Employee Benefit Plan or otherwise, (ii) increase the amount or value of any benefit or compensation otherwise payable or required to be provided to any current or former officer, employee, director or individual independent contractor under a Company Employee Benefit Plan or otherwise, (iii) result in (either alone or in conjunction with any other event including any termination of employment), or cause the acceleration of the time of payment, vesting or funding, delivery of, forfeiture, or increase the amount or value, of any such payment, benefit or compensation under a Company Employee Benefit Plan or otherwise to any employees of the ZB Companies or director of the ZB Companies, (iv) result in the forgiveness in whole or in part of any outstanding loans made by the ZB Companies to any current or former officer, employee, director or individual independent contractor, or (v) result in the payment of any amount that could, individually, or in combination with any other payment, constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code or any comparable Law).

(d) No Person has any right against any ZB Company to be grossed up for, reimbursed or otherwise indemnified for any Tax or interest imposed under Section 409A, Section 457A, or Section 4999 of the Code or otherwise. Each Company Employee Benefit Plan, to the extent subject to Section 409A or Section 457A of the Code complies in form and operation with Section 409A and 457A of the Code (or any comparable Law) in all material respects.

(e) All accrued pension claims of any ZB Company's employees are either covered by funds of a special foundation, by insurance contracts or provisions the ZB Company has specifically established for such purpose, all pursuant to applicable laws and actuarial principles consistently applied since the Lookback Date. Each ZB Company has and will have complied up to the Closing Date with all relevant social security regulations and have and will have made up to the Closing Date all deductions and payments required to be made and due under such regulations for all social security, employment related insurance premiums and pension plan contributions in respect of its employees.

Section 5.19 Insurance. The ZB Companies have in effect policies of insurance (including all policies of property, fire and casualty, liability, workers' compensation, directors and officers and other forms of insurance as may be applicable to the businesses of the ZB Companies) in amounts and scope of coverage as are customary for companies of a similar nature and size operating in the industries in which the ZB Companies operate (the "Insurance Policies"). As of the date of this Agreement: (a) all of the material Insurance Policies held by, or for the benefit of, the ZB Companies as of the date of this Agreement with respect to policy periods that include the date of this Agreement are in full force and effect, and (b) no ZB Company has received a written notice of cancellation of any of the Insurance Policies or of any material changes that are required in the conduct of the business of the ZB Companies as a condition to the continuation of coverage under, or renewal of, any of the Insurance Policies. No ZB Company is in material breach or material default under, nor has it taken any action or failed to take any action which, with notice or the lapse of time, or both, would constitute a material breach or material default under, or permit a material increase in premium, cancellation, material reduction in coverage, material denial or non-renewal with respect to any Insurance Policy. Since the Lookback Date, there have been no claims by or with respect to the ZB Companies under any Insurance Policy as to which coverage has been denied or disputed in any respect by the underwriters of such Insurance Policy.

Section 5.20 Compliance with Laws; Permits.

(a) The ZB Companies are, and since the Lookback Date have been, in material compliance with all Laws applicable to the conduct of the business of the ZB Companies and, since the Lookback Date, no uncured written notices have been received by the ZB Companies from any Governmental Entity or any other Person alleging a material violation of any such Laws.

(b) The ZB Companies hold all permits, licenses, registrations (excluding Intellectual Property registrations and certifications), approvals, consents, accreditations, waivers, exemptions, identification numbers and authorizations of any Governmental Entity, required for the ownership and use of its assets and properties or the conduct of their businesses as currently conducted (collectively, "Permits") and are in compliance in all material respects with all terms and conditions of such Permits. All of such Permits are valid and in full force and effect and none of such Permits will be terminated as a result of, or in connection with, the consummation of the transactions contemplated by this Agreement. No ZB Company is in material default under any such Permit and to the Knowledge of the Company, no condition exists that, with the giving of notice or lapse of time or both, would constitute a material default under such Permit, and no Proceeding is pending or, to the Knowledge of the Company, threatened, to suspend, revoke, withdraw, modify or limit any such Permit in a manner that has had or would reasonably be expected to have a material and adverse effect on the ability of the applicable ZB Company to use such Permit or conduct its business.

Section 5.21 **Title to and Sufficiency of Assets**. Each ZB Company has good title to, or, in the case of leased or subleased assets, a valid and binding leasehold interest in, or, in the case of licensed assets, a valid license in, all of its tangible assets, properties and rights free and clear of all Liens other than Permitted Liens (collectively, the "Assets"). All such Assets that are material to the operation of the business of each ZB Company are in reasonably good condition and in a state of reasonably good maintenance and repair (ordinary wear and tear excepted) and are suitable for the purposes used. All such tangible Assets comprise all the material assets used or held by the ZB Companies for the carrying on of the business of the ZB Companies as currently conducted and such Assets comprise all material assets necessary for the carrying on of the business of the ZB Companies as currently conducted.

Section 5.22 **Anti-Corruption Law Compliance**

(a) Since the Lookback Date, in connection with or relating to the business of the ZB Companies, no ZB Company, and to the Knowledge of the Company, no director, officer, manager, employee, agent or third-party representative of any ZB Company (in their capacities as such) (i) has made, authorized, solicited or received any unlawful bribe, rebate, payoff, influence payment or kickback, (ii) has used or is using any corporate funds for any contributions, gifts, entertainment, hospitality, travel, in each case, to the extent illegal, or (iii) has, directly or indirectly, knowingly made, offered, authorized, facilitated, received or promised to make or receive, any payment, contribution, gift, entertainment, bribe, rebate, kickback, financial or other advantage, or anything else of value, regardless of form or amount, to or from any officer of a Governmental Entity or other Person in violation of applicable Anti-Corruption Laws. There are no pending legal, regulatory, or administrative Proceedings, filings, Orders, or, to the Knowledge of the Company, governmental investigations, alleging (i) any such unlawful payments, contributions, gifts, entertainment, bribes, rebates, kickbacks, financial or other advantages, (ii) any other violation of any Anti-Corruption Law.

(b) The transactions of the ZB Companies are accurately reflected on their respective books and records in compliance in all material respects with applicable Anti-Corruption Laws.

Section 5.23 **Anti-Money Laundering Compliance**.

(a) The ZB Companies maintain and implement (or will cause to be maintained and implemented prior to Closing) procedures designed to reasonably prevent money laundering and otherwise ensure compliance with all applicable Anti-Money Laundering Laws. There are no matters of material non-compliance with any Anti-Money Laundering Law that any Governmental Entity has required the ZB Company to correct since the Lookback Date.

(b) None of the ZB Companies nor, to the Knowledge of the Company, any of their respective directors, officers, managers, employees, agents or third-party representatives (in their capacities as such) has knowingly engaged in a transaction that involves their receipt, payment or any other transfer of the proceeds of crime in violation of any Anti-Money Laundering Laws.

(c) There are no legal, regulatory, or administrative Proceedings, filings, Orders, or, to the Knowledge of the Company, governmental investigations, alleging any violations of any Anti-Money Laundering Laws by any ZB Company or any of their respective directors, officers, managers, or employees.

Section 5.24 Affiliate Transactions.

(a) (x) There are no Contracts (except for the Governing Documents) between any of the ZB Companies, on the one hand, and any Interested Party (other than the ZB Companies) on the other hand and (y) no Interested Party (other than the ZB Companies) (i) owes any amount to any ZB Company, (ii) owns any material assets, tangible or intangible, necessary for the conduct of the business of any ZB Company as it has been operated since the Lookback Date or (iii) owns any interest in, or is a director, officer, or owner of, or lender to or borrower from, or has the right to participate in the profits of, any Person which is a competitor, supplier, or landlord of any ZB Company (other than in connection with ownership of less than five percent (5%) of the stock of a publicly traded company) (such Contracts or arrangements described in clauses (x) and (y), "Affiliated Transactions").

(b) There have been no Prohibited Affiliate Transactions since the Lookback Date.

Section 5.25 Environmental Matters

(a) Each ZB Company has obtained, hold and are, and have been, in material compliance with all Permits required under Environmental Laws.

(b) No material Proceeding or Order is pending or, to the Knowledge of the Company, threatened with respect to any ZB Company's compliance with or Liability under Environmental Laws, and, to the Knowledge of the Company, there are no facts or circumstances that could reasonably be expected to form the basis of such a Proceeding or Order.

Section 5.26 Healthcare Laws

(a) Each ZB Company is, and has been since the Lookback Date, in compliance in all material respects with all applicable Healthcare Laws, and no ZB Company, or to the Knowledge of the Company Pfizer with respect to the Licensed Technology, has received written notification of any pending Proceeding from the United States Food and Drug Administration (the "FDA") or any other regulatory authority, agency or Governmental Entity alleging that any operation or activity of the ZB Company is in violation of any applicable Healthcare Law. There have been no inspections of any ZB Company or any of its contract research organization(s) by the FDA or any other regulatory authority.

(b) All preclinical and clinical (if any) investigations conducted or sponsored by any ZB Company, or in which any ZB Company has participated, and, to the Knowledge of the Company, any such investigations conducted or sponsored by Pfizer with respect to the Licensed Technology, intended to be submitted to a regulatory authority to support a regulatory approval, were, and are being conducted in compliance in all material respects with all applicable Healthcare Laws administered or issued by the applicable Governmental Entity.

(c) All material reports, documents, claims, permits and notices required to be filed, maintained or furnished to the FDA or any other regulatory authority, agency or Governmental Entity by any ZB Company, or to the Knowledge of the Company by Pfizer with respect to the Licensed Technology, have been so filed, maintained or furnished. To the Knowledge of the Company, all such reports, documents, claims, permits and notices were materially complete and accurate on the date filed (or were corrected in or supplemented by a subsequent filing). No ZB Company or any officer, employee or agent of any ZB Company, or to the Knowledge of the Company by Pfizer with respect to the Licensed Technology, has (i) made an untrue statement of a material fact or any fraudulent statement to the FDA or any other regulatory authority, agency or Governmental Entity, (ii) failed to disclose a material fact required to be disclosed to the FDA or any other regulatory authority, agency or Governmental Entity or (iii) committed an act, made a statement, or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a reasonable basis for the FDA or any other regulatory authority, agency or Governmental Entity to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities", set forth in 56 Fed. Reg. 46191 (September 10, 1991) or any similar policy. No ZB Company or any officer, employee or agent of any ZB Company has been convicted of any crime or engaged in any conduct for which debarment is mandated by 21 U.S.C. §335a(a) or any similar Healthcare Law or authorized by 21 U.S.C. §335a(b) or any similar Healthcare Law. No ZB Company or any officer, employee or agent of any ZB Company has been convicted of any crime or engaged in any conduct for which such person could be excluded from participating in the federal health care programs under Section 1128 of the Social Security Act of 1935 or any Healthcare Law. No Proceedings that would reasonably be expected to result in material debarment or exclusion are pending or threatened in writing against any ZB Company or any of their officers, employees, contractors, suppliers (in their capacities as such), agents or other entities or individuals performing research or work on behalf of any ZB Company. No ZB Company is a party to any corporate integrity agreements, monitoring agreements, consent decrees, settlement orders, or similar agreements with or imposed by any Governmental Entity.

(d) No ZB Company has received any written notice, correspondence or other communication from the FDA or any other regulatory authority, agency or Governmental Entity or from any institutional review board requiring the termination or suspension of ongoing or planned clinical trials (if any) conducted by, or on behalf of, any ZB Company.

(e) No data generated by any ZB Company with respect to its products, or to the Knowledge of the Company by Pfizer with respect to the Licensed Technology, are the subject of any written regulatory Proceeding, either pending or, to the Company's Knowledge, threatened, by any Governmental Entity relating to the truthfulness or scientific integrity of such data.

(f) No ZB Company or, any director, officer or, to the Knowledge of the Company, any agent, employee, Affiliate or other Person acting on behalf of any such ZB Company, or to the Knowledge of the Company by Pfizer with respect to the Licensed Technology, has committed an act, made a statement, or failed to take any action or make a statement that, at the time such statement, disclosure, commission was made or failed to be made, in each case, would constitute a material violation of any Healthcare Law.

Section 5.27 **No Other Representations and Warranties**. Except for the representations and warranties contained in Article V and in any certificate or agreement delivered pursuant hereto, neither the Company nor any other Person on behalf of the Company or any of its Affiliates has made, makes or shall be deemed to make any other express or implied representation or warranty with respect to the Company or with respect to any other information provided to SPAC and the Company disclaims any such representation or warranty. Except for the specific representations and warranties contained in this Article V (as modified by the Company Disclosure Schedule) and in any certificate or agreement delivered pursuant hereto, the Company hereby disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to SPAC or their respective Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to SPAC by any director, officer, employee, agent, consultant, or Representative of the Company, its Subsidiaries or any of their respective Affiliates), and neither the Company nor any other Person will have or be subject to any liability or obligation to SPAC or any other Person resulting from the distribution to SPAC or any such party's use of, or reliance upon any such information.

Section 5.28 **Inspections; SPAC's Representations**. The ZB Companies have undertaken such investigation and have been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. The ZB Companies agree to engage in the transactions contemplated by this Agreement based upon its own inspection and examination of SPAC and on the accuracy of the representations and warranties set forth in Article VI by SPAC pursuant to this Agreement and hereby disclaims reliance upon any express or implied representations or warranties of any nature made by SPAC or its Affiliates or representatives, except for those set forth in Article VI by SPAC pursuant to this Agreement. The ZB Companies specifically acknowledge and agree to SPAC's disclaimer of any representations or warranties other than those set forth in Article VI by SPAC pursuant to this Agreement, whether made by either SPAC or any of its Affiliates or representatives, and of all Liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to the Company, Holdco, their Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to the Company, Holdco, their Affiliates or representatives by SPAC or any of its Affiliates or representatives), other than those set forth in Article VI by SPAC pursuant to this Agreement. The ZB Companies specifically acknowledge and agree that, without limiting the generality of this Section 5.28, neither SPAC nor any of its Affiliates or representatives has made any representation or warranty with respect to any projections or other future forecasts. The ZB Companies specifically acknowledge and agree that except for the representations and warranties set forth in Article VI, SPAC has not made any other express or implied representation or warranty with respect to SPAC, its assets or Liabilities, the businesses of SPAC or the transactions contemplated by this Agreement or the Ancillary Agreements.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SPAC

As an inducement to the ZB Companies to enter into this Agreement and consummate the transactions contemplated hereby, except (a) for all representations and warranties of SPAC, as set forth in the applicable section of SPAC's Disclosure Letter, or (b) as disclosed in any report, schedule, form, statement or other document filed with, or furnished to, the SEC by SPAC and publicly available prior to the Effective Date, and excluding disclosures referred to in "Forward Looking Statement", "Risk Factors" and any other disclosures therein to the extent they are of a predictive or cautionary nature or related to forward looking statements, SPAC hereby represents and warrants to the ZB Companies as follows:

Section 6.1 **Organization; Authority; Enforceability**. SPAC is an exempted company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands. SPAC is qualified to do business and is in good standing as a foreign entity in each jurisdiction in which the character of its properties, or in which the transaction of its business, makes such qualification necessary, except where the failure to be so qualified and in good standing (or equivalent) would not have a SPAC Material Adverse Effect. Subject to receipt of the Required Vote, SPAC has the requisite power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement, the Ancillary Agreements to which SPAC is a party and the transactions contemplated hereby and thereby have been duly approved and authorized by all requisite SPAC Board action on the part of SPAC. No other proceedings on the part of SPAC (including any action by SPAC Board or SPAC Shareholders), except for the receipt of the Required Vote, are necessary to approve and authorize the execution, delivery or performance of this Agreement and the Ancillary Agreements to which SPAC is a party and the consummation of the transactions contemplated hereby and thereby. This Agreement has been, and the Ancillary Agreements to be executed and delivered by SPAC at Closing will be, duly executed and delivered by SPAC and constitute valid and binding agreement of SPAC, enforceable against SPAC in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other Laws affecting creditors' rights generally and by general equitable principles. SPAC is not the subject of any bankruptcy, dissolution, liquidation, winding-up, reorganization or similar proceeding.

Section 6.2 **Capitalization**.

(a) As of the date of this Agreement, the authorized share capital of SPAC consists of (i) 200,000,000 SPAC Class A Shares, (ii) 20,000,000 SPAC Class B Shares, and (iii) 1,000,000 preference shares, par value $0.0001 per share ("SPAC Preferred Shares"). As of the date hereof and as of immediately prior to the Closing (without giving effect to SPAC Share Redemptions, the PIPE Investment, the Forward Purchase Agreements or the Class B Share Conversion), (1) 13,800,000 SPAC Class A Shares are and will be issued and outstanding, (2) 3,450,000 SPAC Class B Shares are and will be issued and outstanding, (3) no SPAC Preferred Shares are and will be issued and outstanding, (4) 13,800,000 Units are and will be issued and outstanding, (5) 6,900,000 Public Warrants are and will be issued and outstanding, and (6) 5,910,000 Private Placement Warrants are and will be issued and outstanding. The Equity Securities set forth in this Section 6.2(a) comprise all of the Equity Securities of SPAC that are issued and outstanding (without giving effect to SPAC Share Redemptions, the PIPE Investment, the Forward Purchase Agreements or the Class B Share Conversion to Class A Shares).

(b) Except as (w) set forth in the SPAC SEC Documents, (x) set forth on Section 6.2(b) of SPAC's Disclosure Letter, or (y) set forth in this Agreement (including as set forth in Section 6.2(a)), the Ancillary Agreements or SPAC Governing Documents:

(i) there are no outstanding options, warrants, Contracts, calls, puts, bonds, debentures, notes rights to subscribe, conversion rights or other similar rights to which SPAC is a party or which are binding upon SPAC providing for the offer, issuance, redemption, exchange, conversion, voting, transfer, disposition or acquisition of any of its Equity Securities;

(ii) SPAC is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any of its Equity Securities;

(iii) SPAC is not a party to any voting trust, proxy or other agreement or understanding with respect to the voting of any of its Equity Securities; and

(iv) there are no contractual equityholder preemptive or similar rights, rights of first refusal, rights of first offer or registration rights in respect of Equity Securities of SPAC.

(c) All of the issued and outstanding Equity Securities of SPAC, have been duly authorized, validly issued, fully paid and non-assessable and free of any preemptive rights in respect thereto, and were not issued in violation of any preemptive rights, call options, rights of first refusal or similar rights of any Person or applicable Law, other than in each case Securities Liens.

(d) SPAC does not own, directly or indirectly, any Equity Securities, participation or voting right or other investment (whether debt, equity or otherwise) in any Person (including any Contract in the nature of a voting trust or similar agreement or understanding) or any other equity equivalents in or issued by any other Person.

Section 6.3 **Brokerage**. Except as set forth on Section 6.3 of SPAC's Disclosure Letter, SPAC has not incurred any Liability in connection with this Agreement or the Ancillary Agreements, or the transactions contemplated hereby or thereby, that would result in the obligation of the Company or SPAC to pay a finder's fee, brokerage or agent's commissions or other like payments.

Section 6.4 **Trust Account**. As of the Effective Date, SPAC has at least $5,000,000 dollars (the "Trust Amount") in the Trust Account, with such funds invested in United States government securities or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940, and held in trust by the Trustee pursuant to the Trust Agreement. The Trust Agreement is in full force and effect and is a legal, valid and binding obligation of SPAC, enforceable in accordance with its terms. The Trust Agreement has not been terminated, repudiated, rescinded, amended, supplemented or modified, in any respect by SPAC or the Trustee, and no such termination, repudiation, rescission, amendment, supplement or modification is contemplated by SPAC. SPAC is not party to or bound by any side letters with respect to the Trust Agreement or (except for the Trust Agreement) any Contracts, arrangements or understandings, whether written or oral, with the Trustee or any other Person that would (a) cause the description of the Trust Agreement in SPAC SEC Documents to be inaccurate in any material respect or (b) explicitly by their terms, entitle any Person (other than (i) SPAC Shareholders who shall have exercised their rights to participate in SPAC Share Redemptions, (ii) the underwriters of SPAC's initial public offering, who are entitled to the Deferred Discount (as such term is defined in the Trust Agreement) and (iii) SPAC with respect to income earned on the proceeds in the Trust Account to cover any of its Tax obligations and up to one hundred thousand dollars ($100,000) of interest on such proceeds to pay dissolution expenses) to any portion of the proceeds in the Trust Account. There are no Proceedings (or to the Knowledge of SPAC, investigations) pending or, to the Knowledge of SPAC, threatened with respect to the Trust Account.

Section 6.5 **SPAC SEC Documents; Controls**.

(a) SPAC has filed or furnished all material forms, reports, schedules, statements and other documents required to be filed by it with the SEC since the consummation of the initial public offering of SPAC's securities to the Effective Date, together with any material amendments, restatements or supplements thereto, and all such forms, reports, schedules, statements and other documents required to be filed or furnished under the Securities Act or the Securities Exchange Act (excluding Section 16 under the Securities Exchange Act) (all such forms, reports, schedules, statements and other documents filed with the SEC, the "SPAC SEC Documents"). As of their respective dates, each of SPAC SEC Documents, as amended (including all financial statements included therein, exhibits and schedules thereto and documents incorporated by reference therein), complied in all material respects with the applicable requirements of the Securities Act, or the Securities Exchange Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such SPAC SEC Documents. None of SPAC SEC Documents contained, when filed or, if amended prior to the Effective Date, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. To the Knowledge of SPAC, as of the date hereof, (i) none of SPAC SEC Documents are the subject of ongoing SEC review or outstanding SEC comment and (ii) neither the SEC nor any other Governmental Entity is conducting any investigation or review of any SPAC SEC Document.

(b) The financial statements of SPAC contained or incorporated by reference in SPAC SEC Documents, including all notes and schedules thereto, complied in all material respects, when filed or if amended prior the Effective Date, as of the date of such amendment, with the rules and regulations of the SEC with respect thereto, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of the unaudited statements, as permitted by Rule 10-01 of Regulation S-X of the SEC) and Regulation S-X or Regulation S-K, as applicable, and fairly present in all material respects in accordance with applicable requirements of GAAP (subject, in the case of the unaudited statements, to normal year-end audit adjustments) the financial condition and the results of operations, changes in shareholders' equity and cash flows of SPAC as at the respective dates of, and for the periods referred to, in such financial statements. SPAC has no off-balance sheet arrangements that are not disclosed in SPAC SEC Documents. No financial statements other than those of SPAC are required by GAAP to be included in the consolidated financial statements of SPAC.

(c) No notice of any SEC review or investigation of SPAC or SPAC SEC Documents has been received by SPAC. Since the consummation of its initial public offering, all comment letters received by SPAC from the SEC or the staff thereof and all responses to such comment letters filed by or on behalf of SPAC are publicly available on the SEC's EDGAR website.

(d) Since the consummation of the initial public offering of SPAC's securities, SPAC has filed all certifications and statements required by (x) Rule 13a-14 or Rule 15d-14 under the Securities Exchange Act or (y) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002) with respect to any SPAC SEC Document. Each such certification is true and correct. SPAC maintains disclosure controls and procedures required by Rule 13a-15 or Rule 15d-15 under the Securities Exchange Act. As used in this Section 6.5(d), the term "file" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(e) SPAC has established and maintained a system of internal controls over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f), as applicable, of the Securities Exchange Act, that is sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP.

Section 6.6 Information Supplied; Proxy/Registration Statement. None of the information supplied or to be supplied by SPAC for inclusion in the Proxy/Registration Statement, will contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading at (a) the time such information is filed, submitted or made publicly available with the SEC, (b) the time the Proxy/Registration Statement (or any amendment thereof or supplement thereto) is first mailed to SPAC Shareholders, or (c) the time of SPAC Shareholder Meeting (subject to the qualifications and limitations set forth in the materials provided by SPAC or that are included in such filings and/or mailings), except that no warranty or representation is made by SPAC with respect to (i) statements made or incorporated by reference therein based on information supplied by the Company or its Affiliates for inclusion therein or (ii) any projections or forecasts included in such materials.

Section 6.7 Litigation. As of the date of this Agreement, there are no material Proceedings (or to the Knowledge of SPAC, investigations by any Governmental Entity) pending or, to the Knowledge of SPAC, threatened against SPAC or, to the Knowledge of SPAC, any director, officer or employee of SPAC (in their capacity as such) and since SPAC's date of incorporation there have not been any such Proceedings and SPAC is not subject to or bound by any material outstanding Orders. There are no material Proceedings pending or threatened by SPAC against any other Person.

Section 6.8 **Listing**. The issued and outstanding SPAC Class A Shares are registered pursuant to Section 12(b) of the Securities Exchange Act and listed for trading on NYSE. There is no Proceeding or investigation 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 Shares or prohibit or terminate the listing of SPAC Class A Shares on NYSE. SPAC has taken no action that is designed to terminate the registration of SPAC Class A Shares under the Securities Exchange Act. SPAC has not received any written or, to the Knowledge of SPAC, oral deficiency notice from NYSE relating to the continued listing requirements of SPAC Class A Shares.

Section 6.9 **Investment Company**. SPAC is not required to register as an "investment company" under the Investment Company Act of 1940, as amended.

Section 6.10 **Noncontravention**. Except for the filings pursuant to Section 8.9, the consummation by SPAC of the transactions contemplated by this Agreement and the Ancillary Agreements do not (a) conflict with or result in any breach of any of the material terms, conditions or provisions of, (b) constitute a material default under (whether with or without the giving of notice, the passage of time or both), (c) result in a material violation of, (d) give any third party the right to terminate or accelerate, or cause any termination or acceleration of, any material right or material obligation under, (e) result in the creation of any Lien upon its Equity Securities under, (f) require any approval under, from or pursuant to, or (g) require any filing with, (i) any Contract or lease to which SPAC is a party, (ii) any Governing Document of SPAC, or (iii) any Law or Order to which SPAC is bound or subject, with respect to clauses (i) and (iii) that are or would reasonably be expected to be material to SPAC. SPAC is not in material violation of any of its Governing Documents.

Section 6.11 **Business Activities**.

(a) Since its incorporation, SPAC has not conducted any material business activities other than activities directed toward the accomplishment of a Business Combination. Except as set forth in SPAC Governing Documents, there is no Contract, commitment, or Order binding upon SPAC or to which SPAC is a party which has or would reasonably be expected to have the effect of prohibiting or impairing any business practice of SPAC or any acquisition of property by SPAC or the conduct of business by SPAC after the Closing, other than such effects, individually or in the aggregate, which are not, and would not reasonably be expected to be, material to SPAC.

(b) Except for this Agreement and the transactions contemplated by this Agreement, SPAC has no interests, rights, obligations or Liabilities with respect to, and SPAC 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 could reasonably be interpreted as constituting, a Business Combination.

Section 6.12 **SPAC Material Contracts**. Each "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) to which SPAC is a party (the "SPAC Material Contracts") is an exhibit to the SPAC SEC Documents.

Section 6.13 **Undisclosed Liabilities**. There is no liability, debt or obligation (absolute, accrued, contingent or otherwise) of SPAC of a type required to be reflected or reserved for on a balance sheet prepared in accordance with GAAP, except for liabilities, debts and obligations: (a) provided for in, or otherwise reflected or reserved for on, the SPAC Financial Statements or disclosed in the notes thereto; (b) that have arisen since the date of the most recent balance sheet included in the SPAC Financial Statements in the ordinary course of the operation of business of SPAC; (c) incurred in connection with the Transactions; or (d) which would not, individually or in the aggregate, reasonably be expected to have an SPAC Material Adverse Effect.

Section 6.14 **Employees; Benefit Plans**. Other than as described in the SPAC SEC Documents, SPAC has never had any employees. Other than reimbursement of any out-of-pocket expenses incurred by SPAC's officers and directors in connection with activities on SPAC's behalf in an aggregate amount not in excess of the amount of cash held by SPAC outside of the Trust Account, SPAC has no unsatisfied material liability with respect to any employee or individual independent contractor. Other than as described in the SPAC SEC Documents, SPAC does not maintain, sponsor, contribute to, participate in or have any liability (actual or contingent) with respect to any plan, program, agreement or arrangement providing compensation or benefits to officers or employees. Neither the execution and delivery of this Agreement or the other Transaction Agreements to which it is a party nor the consummation of the Transactions: (a) will result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any director, officer, individual independent contractor or employee of SPAC; or (b) result in the acceleration of the time of payment or vesting of any such payment or benefits.

Section 6.15 **Tax Matters**.

(a) SPAC has timely filed all income and other material Tax Returns required to be filed by it on or prior to the Closing Date pursuant to applicable Laws (taking into account any validly obtained extension of time within which to file). All income and other material amounts of Tax Returns filed by SPAC, if any, are correct and complete in all material respects and have been prepared in material compliance with all applicable Laws. All income and other material amounts of Taxes and all income and other material amounts of Tax liabilities due and payable by SPAC for which the applicable statute of limitations remains open have been timely paid (whether or not shown as due and payable on any Tax Return).(b) SPAC has timely and properly withheld or collected and paid to the applicable Taxing Authority all material amounts of Taxes required to have been withheld and paid by it in connection with any amounts paid or owing to any employee, individual independent contractor, creditor, equityholder or other third party and all material sales, use, ad valorem, value added, and similar Taxes and has otherwise complied in all material respects with all applicable Laws relating to such withholding, collection and payment of Taxes.

(c) No written claim has been made by a Taxing Authority in a jurisdiction where SPAC does not file a particular type of Tax Return, or pay a particular type of Tax, that SPAC is or may be subject to taxation of that type by, or required to file that type of Tax Return in, that jurisdiction that has not been settled or resolved. The income Tax Returns of SPAC made available to the Company, if any, reflect all of the jurisdictions in which SPAC is required to remit material income Tax.

(d) SPAC is not currently the subject of any Tax Proceeding with respect to any Taxes or Tax Returns of or with respect to SPAC, no such Tax Proceeding is pending, and, no such Tax Proceeding has been threatened in writing, in each case, that has not been settled or resolved. SPAC has not commenced a voluntary disclosure proceeding in any jurisdiction that has not been resolved or settled. All material deficiencies for Taxes asserted or assessed in writing against SPAC have been fully and timely (taking into account applicable extensions) paid, settled or withdrawn, and no such deficiency has been threatened or proposed in writing against SPAC.

(e) There are no outstanding agreements extending or waiving the statute of limitations applicable to any Tax or Tax Return with respect to SPAC or extending a period of Tax collection, assessment or deficiency, which period (after giving effect to such extension or waiver) has not yet expired, and no written request for any such waiver or extension is currently pending. SPAC is not the beneficiary of any extension of time (other than an automatic extension of time not requiring the consent of the applicable Governmental Entity) within which to file any Tax Return not previously filed. No private letter ruling, administrative relief, technical advice, or other similar ruling or request has been granted or issued by, or is pending with, any Governmental Entity that relates to any Taxes or Tax Returns of SPAC.

(f) SPAC will not be required to include any material item of income, or exclude any material item of deduction, for any period (or portion thereof) after the Closing Date (determined with and without regard to the transactions contemplated by this Agreement) as a result of: (i) an installment sale transaction occurring on or before the Closing Date; (ii) a disposition occurring on or before the Closing Date reported as an open transaction; (iii) any prepaid amounts received on or prior to the Closing Date or deferred revenue realized, accrued or received outside the Ordinary Course of Business on or prior to the Closing Date; (iv) a change in method of accounting that occurs or was requested on or prior to the Closing Date (or as a result of an impermissible method used prior to the Closing Date); or (v) an agreement entered into with any Governmental Entity on or prior to the Closing Date; (vi) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. Law); (vii) election under Section 108(i) of the Code made on or before the Closing Date, (viii) any SPAC Company or their Subsidiaries that is a "controlled foreign corporation" (within the meaning of Section 957(a) of the Code) having "subpart F income" (within the meaning of Section 952(a) of the Code) accrued prior to the Closing Date, (ix) "global intangible low-taxed income" of the SPAC Companies or their Subsidiaries within the meaning of Section 951A of the Code (or any similar provision of state, local or non-U.S. Law) attributable to any taxable period (or portion thereof) on or before the Closing Date, or (x) election made pursuant to Section 965(h) of the Code.

(g) There is no Lien for Taxes on any of the assets of SPAC, other than Permitted Liens.

(h) SPAC has not been a member of an affiliated, combined, consolidated or similar Tax group and does not have any material liability for Taxes of any other Person as a result of any successor liability, transferee liability, joint or several liability, by contract, by operation of Law, or otherwise (other than pursuant to this Agreement or any of the Ancillary Agreements, if any). SPAC is not party to or bound by any Tax Sharing Agreement except for any Ordinary Course Tax Sharing Agreement.

(i) The unpaid Taxes of SPAC (i) did not, as of December 31, 2021, materially exceed the reserves for Tax liabilities (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) and (ii) do not materially exceed such reserves as adjusted for the passage of time through the Closing Date in accordance with the past practices of SPAC in filing its Tax Returns.

(j) At all times since its incorporation, SPAC has been properly classified as a C corporation within the meaning of Section 1361(a)(2) of the Code for U.S. federal income Tax purposes. At all times since its incorporation, Merger Sub has been properly classified as an entity "disregarded as separate from its owner" within the meaning of Treasury Regulations Section 301.7701-3(b)(1)(ii) for U.S. federal income Tax purposes.

(k) SPAC has not taken any action and is not aware of any facts or circumstances that could reasonably be expected to prevent the transactions contemplated by this Agreement from qualifying for the Intended Tax Treatment.

Section 6.16 Compliance with Laws. SPAC is, and has been since March 10, 2021, in compliance in all material respects with all Laws, and no uncured written notices have been received by SPAC from any Governmental Entity or any other Person alleging a material violation of any such Laws.

Section 6.17 Anti-Corruption Law Compliance.

(a) To the Knowledge of SPAC, no director, officer, manager, employee, agent or third-party representative of SPAC (in their capacities as such) (i) has made, authorized, solicited or received any unlawful bribe, rebate, payoff, influence payment or kickback, (ii) has used or is using any corporate funds for any contributions, gifts, entertainment, hospitality, travel, in each case, to the extent illegal, or (iii) has, directly or indirectly, knowingly made, offered, authorized, facilitated, received or promised to make or receive, any payment, contribution, gift, entertainment, bribe, rebate, kickback, financial or other advantage, or anything else of value, regardless of form or amount, to or from any officer of a Governmental Entity or other Person in violation of applicable Anti-Corruption Laws. There are no pending legal, regulatory, or administrative Proceedings, filings, Orders, or, to the Knowledge of SPAC, governmental investigations, alleging (i) any such unlawful payments, contributions, gifts, entertainment, bribes, rebates, kickbacks, financial or other advantages, (ii) any other violation of any Anti-Corruption Law.

(b) The transactions of SPAC are accurately reflected on their respective books and records in compliance in all material respects with applicable Anti-Corruption Laws.

Section 6.18 **Anti-Money Laundering Compliance**.

(a) SPAC maintains and implements procedures designed to reasonably prevent money laundering and otherwise ensure compliance with all applicable Anti-Money Laundering Laws. There are no matters of material non-compliance with any Anti-Money Laundering Law that any Governmental Entity has required SPAC to correct.

(b) None of SPAC or any of their respective directors, officers, managers, employees, agents or third-party representatives (in their capacities as such) has knowingly engaged in a transaction that involves their receipt, payment or any other transfer of the proceeds of crime in violation of any Anti-Money Laundering Laws.

(c) There are no legal, regulatory, or administrative Proceedings, filings, Orders, or, to the Knowledge of SPAC, governmental investigations, alleging any violations of any Anti-Money Laundering Laws by the SPAC or any of their respective directors, officers, managers, or employees.

Section 6.19 **Subscription Agreements**. SPAC has delivered to the Company copies of each of the Subscription Agreements on or prior to the Effective Date, pursuant to which certain PIPE Investors have committed to provide equity financing to SPAC solely for purposes of consummating the transactions contemplated by this Agreement. To the Knowledge of the SPAC, the Subscription Agreement with each PIPE Investor is in full force and effect and has not been withdrawn or terminated, or otherwise amended or modified, in any respect, and to the Knowledge of SPAC no withdrawal, termination, amendment or modification is contemplated by SPAC. Each Subscription Agreement is a legal, valid and binding obligation of SPAC and, to the Knowledge of SPAC, each PIPE Investor. Each such Subscription Agreement provides that the Company is a third-party beneficiary thereunder, entitled to enforce such agreements against the PIPE Investor. As of the date hereof, SPAC does not know of any facts or circumstances that may reasonably be expected to result in any of the conditions set forth in any Subscription Agreement not being satisfied, or the PIPE Investment Amount not being available to SPAC, on the Closing Date. No event has occurred that, with or without notice, lapse of time or both, would constitute a default or breach on the part of SPAC under any material term or condition of any such Subscription Agreement and, as of the date hereof, SPAC has no reason to believe that it will be unable to satisfy in all material respects on a timely basis any term or condition of closing to be satisfied by it contained in any such Subscription Agreement. Such Subscription Agreements contain all of the conditions precedent (other than the conditions contained in this Agreement or the Ancillary Agreements) to the obligations of the PIPE Investors to contribute to SPAC the applicable portion of the PIPE Investment Amount set forth in such Subscription Agreements on the terms therein.

Section 6.20 **Affiliate Transactions**. Except as set forth in Section 6.20 of SPAC's Disclosure Letter, there are no Contracts between (a) SPAC, on the one hand, and (b) any officer, director, employee, partner, member, manager, director or indirect equityholder of SPAC or Sponsor, or to the Knowledge of SPAC, any family member of any of the foregoing Persons, on the other hand, (the Persons identified in clause (b), the "SPAC Related Parties").

Section 6.21 **Acknowledgement Regarding Projections**. SPAC acknowledges that it has received from the Company certain projections, forecasts and prospective or third party information relating to the Company. SPAC acknowledges that (i) there are uncertainties inherent in attempting to make such projections and forecasts and in such information; (ii) it is familiar with such uncertainties and is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections, forecasts and information so furnished; and (iii) neither SPAC nor any other Person shall have any claim against the Company or any of its respective directors, officers, Affiliates, agents or other representatives with respect thereto. Accordingly, SPAC acknowledges that neither the Company nor any other Person makes any representations or warranties with respect to such projections, forecasts or information (it being understood that this acknowledgment does not cover any underlying facts or information which are addressed by any of the representations and warranties made by the Company in Article V of this Agreement).

Section 6.22 **Inspections; Company's Representations**. SPAC has undertaken such investigation and have been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. SPAC agrees to engage in the transactions contemplated by this Agreement based upon its own inspection and examination of the Company and on the accuracy of the representations and warranties set forth in Article V by the Company pursuant to this Agreement and hereby disclaims reliance upon any express or implied representations or warranties of any nature made by the Company or its Affiliates or representatives, except for those set forth in Article V by the Company pursuant to this Agreement. SPAC specifically acknowledges and agrees to the Company's disclaimer of any representations or warranties other than those set forth in Article V by the Company pursuant to this Agreement, whether made by either the Company or any of its Affiliates or representatives, and of all Liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to SPAC or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to the SPAC or its Affiliates or representatives by the Company or any of its Affiliates or representatives), other than those set forth in Article V by the Company pursuant to this Agreement. SPAC specifically acknowledges and agrees that, without limiting the generality of this Section 6.22, neither the Company nor any of its Affiliates or representatives has made any representation or warranty with respect to any projections or other future forecasts. SPAC specifically acknowledges and agrees that except for the representations and warranties set forth in Article V, the Company has not made any other express or implied representation or warranty with respect to the Company, its assets or Liabilities, the businesses of the Company or the transactions contemplated by this Agreement or the Ancillary Agreements.

ARTICLE VII
INTERIM OPERATING COVENANTS

Section 7.1 **Interim Operating Covenants**.

(a) From the Effective Date until the earlier of: (1) the date this Agreement is terminated in accordance with Article X and (2) the Closing Date (such period, the "Pre-Closing Period"), unless SPAC shall otherwise give prior consent (which consent shall not be unreasonably withheld, conditioned or delayed) in writing and except (x) as specifically contemplated or permitted by this Agreement or the Ancillary Agreements, or (y) other than in respect of the restrictions set forth in subclauses (i), (iii), (iv), (v), (x) or (xiv), to the extent that any action is taken or omitted to be taken in response to or related to the actual or anticipated effect on any of the ZB Companies' businesses of COVID-19 or any COVID-19 Measures, in each case with respect to this clause (z) in connection with or in response to COVID-19, the ZB Companies conduct and operate their business in all material respects in the Ordinary Course of Business and use commercially reasonable efforts to preserve their existing relationships with material customers, suppliers and distributors, and the ZB Companies shall not:

(i) amend or otherwise modify any of its Governing Documents in any manner that would be adverse to SPAC, except as otherwise required by Law;

(ii) make any changes to its accounting policies, methods or practices, other than as permitted under GAAP or applicable Law;

(iii) sell, issue, redeem, assign, transfer, pledge (other than in connection with existing credit facilities), convey or otherwise dispose of (x) any Equity Securities of any ZB Company, (y) any options, warrants, rights of conversion or other rights or agreements, arrangements or commitments obligating any ZB Company to issue, deliver or sell any Equity Securities of a ZB Company (except pursuant to the exercise of options under a Holdco Option Plan); provided that the ZB Companies may enter into any fundraising transactions for aggregate net proceeds of up to $5,000,000 to any ZB Company;

(iv) declare, make or pay any dividend, other distribution or return of capital (whether in cash or in kind) to any equityholder as of the date hereof of any ZB Companies;

(v) adjust, split, combine or reclassify any of its Equity Securities (except for any conversion of shares into deferred shares in accordance with the provisions of its Governing Documents);

(vi) (x) incur, assume, guarantee or otherwise become liable for (whether directly, contingently or otherwise) any Indebtedness (other than (A) additional Indebtedness under existing credit facilities or lines of credit, (B) capital leases entered into in the Ordinary Course of Business, and (C) other Indebtedness not to exceed $250,000 in the aggregate), (y) make any advances or capital contributions to, or investments in, any Person, other than the ZB Companies or in the Ordinary Course of Business, or (z) amend or modify in any material respect any Indebtedness;

(vii) commit to, authorize or enter into any agreement in respect of, any capital expenditure (or series of commitments or capital expenditures), other than capital expenditures in an amount not to exceed $1,000,000;

(viii) enter into any material amendment or termination (other than an expiration in accordance with the terms thereof) of, or waive compliance with, any material term of any Material Contract or enter into any Contract that if entered into prior to the Effective Date would be a Material Contract, in each case other than in the Ordinary Course of Business and solely to the extent such amendment, termination or waiver would not materially and adversely impact the ZB Companies, taken as a whole;

(ix) other than inventory and other assets acquired in the Ordinary Course of Business, acquire the business, properties or assets, including Equity Securities of another Person, except, in each case, for acquisitions whose consideration in an aggregate amount (for all such acquisitions) is not greater than $750,000 and the consideration for which is payable only in cash, so long as, based upon the advice of the Company's accountants, such acquisition, individually or in the aggregate, would not require any additional disclosure pursuant to the rules and regulations adopted by PCAOB (whether through merger, consolidation, share exchange, business combination or otherwise);

(x) propose, adopt or effect any plan of complete or partial liquidation, dissolution, recapitalization or reorganization, or voluntarily subject to any material Lien, any of the material rights or material assets owned by, or leased or licensed to, the ZB Companies;

(xi) compromise, commence or settle any pending or threatened Proceeding (w) involving payments (exclusive of attorney's fees) by any ZB Company not covered by insurance in excess of $75,000 in any single instance or in excess of $250,000 in the aggregate, (x) granting injunctive or other equitable remedy against any ZB Company, (y) which imposes any material restrictions on the operations of businesses of the ZB Companies, taken as a whole or (z) by the equityholders of the ZB Companies or any other Person which relates to the transactions contemplated by this Agreement;

(xii) except (x) as required under applicable Law, the terms of any Company Employee Benefit Plan existing as of the date hereof with SPAC's prior agreement, or (y) in respect of a Holdco Option Plan (A) increase in any manner the compensation, bonus, severance or termination pay of any of the current or former directors, officers, employees or individual consultants of any ZB Company, (B) become a party to, establish, amend, commence participation in, or terminate any share option plan or other share-based compensation plan, or any Company Employee Benefit Plan with or for the benefit of any current or former directors, officers, employees or individual consultants of any ZB Company, (C) accelerate the vesting of or lapsing of restrictions with respect to any share-based compensation or other long-term incentive compensation under any Company Employee Benefit Plan, (D) grant any new awards under any Company Employee Benefit Plan, (E) amend or modify any outstanding award under any Company Employee Benefit Plan, (F) enter into, amend or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization respecting employees of the Company, (G) forgive any loans, or issue any loans to any directors, officers, contractors or employees without prior agreement of SPAC, or (H) hire or engage any new employee or consultant or terminate the employment or engagement, other than for cause, of any employee or consultant if such new employee or consultant will receive, or does receive, annual base compensation (or annual base wages or fees) in excess of $200,000;

(xiii) (A) sell, lease, assign, transfer, convey, license, sublicense, covenant not to assert, permit to lapse, abandon, allow to lapse, or otherwise dispose of, create, grant or issue any Liens (other than Permitted Liens), debentures or other securities in or on, any material rights or assets owned by, or leased or licensed to, any ZB Companies, other than (w) inventory or products in the Ordinary Course of Business, or (x) assets with an aggregate fair market value less than $500,000; or (B) subject any Owned Intellectual Property to Copyleft Terms;

(xiv) disclose any Trade Secrets and any other material confidential information of any ZB Companies to any Person;

(xv) fail to take any action required to maintain any material insurance policies of any ZB Company in force (other than (A) substitution of an insurance policy by an insurance policy with a substantially similar coverage or (B) with respect to any policy that covers any asset or matter that has been disposed or is no longer subsisting or application), or knowingly take or omit to take any action that could reasonably result in any such insurance policy being void or voidable (other than (1) substitution of an insurance policy by an insurance policy with a substantially similar coverage, (2) with respect to any policy that covers any asset or matter that has been disposed or is no longer subsisting or application, or (3) actions in the Ordinary Course of Business;

(xvi) except to the extent required by applicable Law, (A) make, change or revoke any material election relating to Taxes (subject to changes in applicable Law), (B) enter into any agreement, settlement or compromise with any Taxing Authority relating to a material amount of Taxes, (C) consent to any extension or waiver of the statutory period of limitations applicable to any material Tax matter, (D) file any amended material Tax Return, (E) fail to timely file (taking into account valid extensions) any material Tax Return required to be filed, (F) fail to pay any material amount of Tax as it becomes due, (G) enter into any Tax Sharing Agreement (other than an Ordinary Course Tax Sharing Agreement), or (H) surrender any right to claim any refund of a material amount of Taxes;

(xvii) take or cause to be taken any action, or knowingly fail to take or cause to fail to take any action, which action or failure to act would reasonably be expected to prevent the transactions contemplated by this Agreement from qualifying for the Intended Tax Treatment;

(xviii) except as included as a Company Transaction Expense, incur any Liability, in connection with this Agreement or the Ancillary Agreements, or the transactions contemplated hereby or thereby, that would result in the obligation of any Company or SPAC to pay any investment banker fee, finder's fee, brokerage or agent's commissions or other similar payments or reimburse expenses of any of the foregoing; or

(xix) agree or commit to do any of the foregoing.

(b) From the Effective Date until the earlier of: (1) the date this Agreement is terminated in accordance with Article X and (2) the Closing Date, unless the ZB Companies shall otherwise give prior consent (which consent shall not be unreasonably withheld, conditioned or delayed) in writing and except (x) as specifically contemplated or permitted by this Agreement or the Ancillary Agreements, (y) as set forth on Section 7.1(b) of the SPAC's Disclosure Letter or (z) other than in respect of the restrictions set forth in subclauses (i), (iii), (iv), (v) or (ix), to the extent that any action is taken or omitted to be taken in response to or related to the actual or anticipated effect on SPAC or Merger Sub's businesses of COVID-19 or any COVID-19 Measures, in each case with respect to this clause (z) in connection with or in response to COVID-19, the SPAC and Merger Sub conduct and operate their business in all material respects in the Ordinary Course of Business and use commercially reasonable efforts to preserve their existing relationships with material customers, suppliers and distributors, and the SPAC and Merger Sub shall not:

(i) amend or otherwise modify any of its Governing Documents in any manner that would be adverse to the ZB Companies, except as otherwise required by Law;

(ii) make any changes to its accounting policies, methods or practices, other than as required by GAAP or applicable Law;

(iii) sell, issue, redeem, assign, transfer, pledge, mortgage, charge (other than in connection with existing credit facilities), convey or otherwise dispose of (x) any Equity Securities of SPAC or Merger Sub (y) any options, warrants, rights of conversion or other rights or agreements, arrangements or commitments obligating SPAC or Merger Sub to issue, deliver or sell any Equity Securities of SPAC or Merger Sub;

(iv) declare, make or pay any dividend, other distribution or return of capital (whether in cash or in kind) to any equityholder as of the date hereof of SPAC or Merger Sub, other than redemptions from the Trust Account that are required pursuant to the SPAC Governing Documents;

(v) adjust, split, combine or reclassify any of its Equity Securities;

(vi) incur, assume, guarantee or otherwise become liable for (whether directly, contingently or otherwise) any Indebtedness (other than (A) additional Indebtedness under existing credit facilities or lines of credit and (B) capital leases entered into in the Ordinary Course of Business;

(vii) fail to maintain its existence or, without prior notice to the Company, acquire (including, without limitation, by merger, consolidation, or acquisition of stock or assets or any other business combination) the business, properties or assets, including Equity Securities of another Person;

(viii) propose, adopt or effect any plan of complete or partial liquidation, dissolution, recapitalization or reorganization, or voluntarily subject to any material Lien, any of the material rights or material assets owned by, or leased or licensed to, SPAC or Merger Sub, except for (x) Permitted Liens, (y) Liens under existing credit facilities or other Indebtedness permitted pursuant to Section 7.1(b)(vi) and (z) as required or contemplated by this Agreement;

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

(x) except to the extent required by applicable Law, make any material election relating to Taxes (subject to changes in applicable Law), fail to timely file (taking into account valid extensions) any material Tax Return required to be filed, fail to pay any material amount of Tax as it becomes due or settle or compromise any material U.S. federal, state, local or non-U.S. income Tax Liability, except in the Ordinary Course of Business;

(xi) take or cause to be taken any action, or knowingly fail to take or cause to fail to take any action, which action or failure to act would reasonably be expected to prevent the transactions contemplated by this Agreement from qualifying for the Intended Tax Treatment;

(xii) except as set forth on Section 6.3 or Section 7.1 of the SPAC Disclosure Letter or as included as a SPAC Transaction Expense, incur any Liability, in connection with this Agreement or the Ancillary Agreements, or the transactions contemplated hereby or thereby, that would result in the obligation of any Company or SPAC to pay any investment banker fee, finder's fee, brokerage or agent's commissions or other similar payments or reimburse expenses of any of the foregoing;

(xiii) except (x) as required under applicable Law, the terms of any SPAC Employee Benefit Plan existing as of the date hereof with Company's prior agreement, or (y) in respect of any option plan of SPAC (A) increase in any manner the compensation, bonus, severance or termination pay of any of the current or former directors, officers, employees or individual consultants of SPAC, (B) become a party to, establish, amend, commence participation in, or terminate any share option plan or other share-based compensation plan, or any SPAC Employee Benefit Plan with or for the benefit of any current or former directors, officers, employees or individual consultants of SPAC, (C) accelerate the vesting of or lapsing of restrictions with respect to any share-based compensation or other long-term incentive compensation under any SPAC Employee Benefit Plan, (D) grant any new awards under any SPAC Employee Benefit Plan, (E) amend or modify any outstanding award under any SPAC Employee Benefit Plan, (F) enter into, amend or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization respecting employees of SPAC, (G) forgive any loans, or issue any loans to any directors, officers, contractors or employees without prior agreement of the Company, or (H) hire or engage any new employee or consultant or terminate the employment or engagement, other than for cause, of any employee or consultant if such new employee or consultant will receive, or does receive, annual base compensation (or annual base wages or fees) in excess of $200,000; or

(xiv) agree or commit to do any of the foregoing.

(c) Nothing contained in this Agreement shall be deemed to give SPAC, directly or indirectly, the right to control or direct the Company or any operations of the Company prior to the Closing. Prior to the Closing, the Company shall exercise, consistent with the terms and conditions of this Agreement, control over their respective businesses and operations.

ARTICLE VIII
PRE-CLOSING AGREEMENTS

Section 8.1 **Commercially Reasonable Efforts; Further Assurances**. Subject to the terms and conditions set forth in this Agreement, and to applicable Laws, during the Pre-Closing Period, the Parties shall cooperate and use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate action (including executing and delivering any documents, certificates, instruments and other papers that are necessary for the consummation of the transactions contemplated by this Agreement), and do, or cause to be done, and assist and cooperate with the other Parties in doing, all things necessary to consummate and make effective, in the most expeditious manner practicable (giving effect to the timing of the delivery of the PCAOB Financial Statements), the transactions contemplated by this Agreement. The Company shall use its commercially reasonable efforts, and SPAC shall cooperate in all commercially reasonable respects, to solicit and obtain the consents of the Persons who are parties to the Contracts listed on Section 5.11 of the Company Disclosure Letter prior to the Closing; provided, however, that no Party nor any of their Affiliates shall be required to pay or commit to pay any amount to (or incur any obligation in favor of) any Person from whom any such consent may be required (unless such payment is required in accordance with the terms of the relevant Contract requiring such consent).

Section 8.2 **Trust & Closing Funding**. Subject to the satisfaction or waiver of the conditions set forth in Section 4.1 (other than those conditions that by their nature are to be satisfied at Closing, but subject to the satisfaction or waiver of those conditions) 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), in accordance with the Trust Agreement and SPAC Governing Documents, at the Closing, SPAC shall (a) cause the documents, opinions and notices required to be delivered to the Trustee pursuant to the Trust Agreement to be so delivered, and (b) cause the Trustee to pay as and when due (x) all amounts payable to SPAC Shareholders who shall have validly elected to redeem their SPAC Class A Shares pursuant to SPAC Existing Memorandum and Articles and direct and use its reasonable best efforts to cause the Trustee to pay as and when due the Deferred Discount (as defined in the Trust Agreement) pursuant to the terms of the Trust Agreement, except to the extent that such Deferred Discount is waived, and (y) SPAC Transaction Expenses at the Closing.

Section 8.3 **Listing**. During the Pre-Closing Period, SPAC shall use its commercially reasonable efforts to ensure SPAC remains listed as a public company on NYSE or other national securities exchange acceptable to the Company and keep SPAC Class A Shares listed for trading on NYSE or other national securities exchange acceptable to the Company.

Section 8.4 **LTIP**. Prior to the Closing Date, SPAC shall approve and, subject to the approval of SPAC Shareholders, adopt, an incentive equity plan, based on the terms and conditions as reasonably mutually agreed upon between SPAC and the ZB Companies to be effective upon and following the Closing (the "LTIP"). The LTIP shall initially reserve a number of shares of SPAC Class A Shares constituting no more than 10% of total number of shares of SPAC Class A Shares outstanding on a fully diluted basis, as determined immediately after the Effective Time. Nothing contained in this Section 8.4 (whether express or implied) shall confer any rights, remedies or benefits whatsoever (including any third-party beneficiary rights) on any Person other than the Parties to this Agreement.

Section 8.5 **Confidential Information**. During the Pre-Closing Period, each Party shall be bound by and comply with the provisions set forth in the Confidentiality Agreement as if such provisions were set forth herein, and such provisions are hereby incorporated herein by reference. Each Party acknowledges and agrees that each is aware, and each of their respective Affiliates and representatives is aware (or upon receipt of any material nonpublic information of the other Party, will be advised), of the restrictions imposed by the United States federal securities Laws and other applicable foreign and domestic Laws on Persons possessing material nonpublic information about a public company. Each Party hereby agrees, that during the Pre-Closing Period, except in connection with or support of the transactions contemplated by this Agreement, while any of them are in possession of such material nonpublic information, none of such Persons shall, directly or indirectly (through its Affiliates or otherwise), acquire, offer or propose to acquire, agree to acquire, sell or transfer or offer or propose to sell or transfer any securities of SPAC, communicate such information to any other Person or cause or encourage any Person to do any of the foregoing.

Section 8.6 **Access to Information**.

(a) During the Pre-Closing Period, upon reasonable prior written notice, the Company shall afford the representatives of SPAC reasonable access, during normal business hours, to the properties, books and records of the ZB Companies and furnish to the representatives of SPAC such additional financial and operating data and other information regarding the business of any ZB Company as SPAC or its representatives may from time to time reasonably request for purposes of consummating the transactions contemplated by this Agreement, but only to the extent the ZB Companies may do so without violating any applicable Laws or result in the breach of any confidentiality or similar agreement to which any ZB Company is a party; provided that the ZB Companies shall use their reasonable best efforts to allow for such access or disclosure in a manner that does not result in a breach of such agreement, including using reasonable best efforts to obtain the required consent of any applicable third Person; and provided, further, that SPAC shall abide by the terms of the Confidentiality Agreement.

(b) SPAC shall coordinate its access rights pursuant to Section 8.6 with the Company to reasonably minimize any inconvenience to or interruption of the conduct of the business of the Company.

Section 8.7 **Notification of Certain Matters**. Each Party shall notify the other Parties of (a) any material actions, suits, claims or proceedings in connection with the transactions contemplated by this Agreement commenced or, to the Knowledge of the Company, threatened, against any of the Parties, (b) the occurrence or non-occurrence of any fact or event which would be reasonably likely to cause any condition set forth in Article IV, Article V, or Article VI not to be satisfied, or (c) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement.

Section 8.8 Regulatory Approvals; Efforts.

(a) If a filing is required in connection with the consummation of the transactions contemplated by this Agreement under the HSR Act, the Parties will (i) cause the Notification and Report Forms required pursuant to the HSR Act with respect to the transactions contemplated by this Agreement to be filed as promptly as practicable after the execution of this Agreement, (ii) request early termination of the waiting period relating to such HSR Act filings, if early termination is being granted at the time of such filing, (iii) supply as promptly as practicable any additional information and documentary material that may be requested by a regulatory authority pursuant to applicable Laws or a Governmental Entity pursuant to the HSR Act and (iv) otherwise use its reasonable best efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act with respect to the transactions contemplated by this Agreement as soon as practicable. The Parties shall use reasonable best efforts to promptly obtain, and to cooperate with each other to promptly obtain, all authorizations, approvals, clearances, consents, actions or non-actions of any Governmental Entity in connection with the above filings, applications or notifications. Each Party shall promptly inform the other Parties of any material communication between itself (including its representatives) and any Governmental Entity regarding any of the transactions contemplated by this Agreement. If a Party or any of its Affiliates receives any formal or informal request for supplemental information or documentary material from any Governmental Entity with respect to the transactions contemplated by this Agreement, then the Party, to the extent necessary and advisable, shall provide a reasonable response to such request as promptly as reasonably practicable.

(b) The Parties shall keep each other apprised of the status of matters relating to the completion of the transactions contemplated by this Agreement and, to the extent permissible, promptly furnish the other with copies of notices or other communications between any Party (including their respective Affiliates and representatives), as the case may be, and any third party and/or Governmental Entity with respect to such transactions. Each Party shall give the other Party and its counsel a reasonable opportunity to review in advance, to the extent permissible, and consider in good faith the views and input of the other Party in connection with, any proposed material written communication to any Governmental Entity relating to the transactions contemplated by this Agreement. Each Party agrees not to participate in any substantive meeting, conference or discussion, either in person or by telephone, with any Governmental Entity in connection with the transactions contemplated by this Agreement unless it consults with the other Party in advance and, to the extent not prohibited by such Governmental Entity, gives the other Party the opportunity to attend and participate.

(c) Each Party shall use its reasonable best efforts to resolve objections, if any, as may be asserted by any Governmental Entity with respect to the transactions contemplated by this Agreement under the HSR Act, the Sherman Act, the Clayton Act, the Federal Trade Commission Act, and any other United States federal or state or foreign statutes, rules, regulations, Orders, decrees, administrative or judicial doctrines or other Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or constituting anticompetitive conduct (collectively, the "Antitrust Laws"). Subject to the other terms of this Section 8.8(c), each Party shall use its reasonable best efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement.

(d) SPAC shall not take any action that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated by this Agreement as a result of the application of any Antitrust Law.

(e) Notwithstanding anything in this Agreement to the contrary, but subject to compliance with Section 8.5, nothing in this Section 8.8 shall require SPAC, Sponsor, Merger Sub, Holdco or the Company or any of their respective Affiliates to take any action with respect to any of their respective Affiliates (other than, with respect to SPAC and Sponsor, SPAC's Subsidiaries and the Company), any of their respective affiliated investment funds or any portfolio company (as such term is commonly understood in the private equity industry) or investment of SPAC, Sponsor, or any ZB Company or their respective Affiliates (other than, with respect to SPAC and Sponsor, SPAC's Subsidiaries and the Company), or any interests therein, including selling, divesting or otherwise disposing of, licensing, holding separate, or otherwise restricting or limiting its freedom to operate with respect to, any business, products, rights, services, licenses, investments, or assets, of SPAC, Sponsor, or any ZB Company or their respective Affiliates (other than, with respect to SPAC, Sponsor, SPAC's Subsidiaries and the Company), any of their respective affiliated investment funds or any portfolio company (as such term is commonly understood in the private equity industry) or investment of SPAC, Sponsor, or any The Company or their respective Affiliates (other than the Company), or any interests therein.

Section 8.9 Communications; Press Release; SEC Filings.

(a) As promptly as practicable following the Effective Date (and in any event within four (4) Business Days thereafter), SPAC shall prepare and file a Current Report on Form 8-K pursuant to the Securities Exchange Act to report the execution of this Agreement (the "Signing Form 8-K") and the Parties shall issue a mutually agreeable press release announcing the execution of this Agreement (the "Signing Press Release"). SPAC shall provide the Company with a reasonable opportunity to review and comment on the Signing Form 8-K prior to its filing and shall consider such comments in good faith. SPAC shall not file any such documents with the SEC without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed).

(b) As promptly as reasonably practicable after the Effective Date, but in any event following delivery of any information required to be delivered by the Company pursuant to this Section 8.9, (i) the Parties shall prepare and SPAC shall file with the SEC a preliminary Proxy/Registration Statement (which shall comply as to form with, as applicable, the provisions of the Securities Act, the Securities Exchange Act and the rules and regulations promulgated thereunder) in connection with SPAC Shareholder Meeting for the purpose of (A) providing SPAC Shareholders with the opportunity to participate in SPAC Share Redemption and (B) soliciting proxies from SPAC Shareholders to vote at SPAC Shareholder Meeting in favor of SPAC Shareholder Voting Matters. Each of SPAC and the Company shall use its reasonable best efforts to cause the Proxy/Registration Statement to comply with the rules and regulations promulgated by the SEC. SPAC shall file the definitive Proxy/Registration Statement with the SEC and cause the Proxy/Registration Statement to be mailed to its shareholders of record, as of the record date to be established by SPAC Board in accordance with Section 8.9(h), at such time as reasonably agreed by SPAC and the Company promptly (and in any event within five (5) Business Days) following (x) in the event the preliminary Proxy/Registration Statement is not reviewed by the SEC, the expiration of the waiting period in Rule 14a-6(a) under the Securities Exchange Act or (y) in the event the preliminary Proxy/Registration Statement is reviewed by the SEC, receipt of oral or written notification of the completion of the review by the SEC (the date in (x) or (y), the "Proxy Clearance Date").

(c) Prior to filing with the SEC, the SPAC and the Company will make available to each other, respectively, drafts of the Proxy/Registration Statement and any other documents to be filed with the SEC that relate to the transactions completed hereby, both preliminary and final, and drafts of any amendment or supplement to the Proxy/Registration Statement or such other document and will provide the Company with a reasonable opportunity to comment on such drafts and shall consider such comments in good faith. SPAC will advise the Company promptly after it receives notice of (i) the time when the Proxy/Registration Statement has been filed, (ii) in the event the preliminary Proxy/Registration Statement is not reviewed by the SEC, the expiration of the waiting period in Rule 14a-6(a) under the Securities Exchange Act, (iii) in the event the preliminary Proxy/Registration Statement is reviewed by the SEC, receipt of oral or written notification of the completion of the review by the SEC, (iv) the filing of any supplement or amendment to the Proxy/Registration Statement, (v) any request by the SEC for amendment of the Proxy/Registration Statement, (vi) any comments, written or oral, from the SEC relating to the Proxy/Registration Statement and responses thereto and (vii) requests by the SEC for additional information in connection with the Proxy/Registration Statement. SPAC shall promptly respond to any comments of the SEC on the Proxy/Registration Statement, and shall use its reasonable best efforts to have the Proxy/Registration Statement cleared by the SEC under the Securities Exchange Act as soon after filing as practicable; provided that prior to responding to any requests or comments from the SEC, SPAC will make available to the Company drafts of any such response, will provide the Company with reasonable opportunity to comment on such drafts.

(d) If at any time prior to the Closing (including prior to SPAC Shareholder Meeting) any Party discovers or becomes aware of any information that is required to be set forth in an amendment or supplement to the Proxy/Registration Statement so that the Proxy/Registration Statement would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, such Party shall promptly inform the other Parties hereto and the Parties shall cooperate reasonably in connection with preparing and, to the extent required by Law, disseminating (including by promptly transmitting to SPAC Shareholders) any such amendment or supplement to the Proxy/Registration Statement containing such information; provided that no information received by SPAC pursuant to this Section 8.9(d) shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made hereunder by any Party, and no such information shall be deemed to change, supplement or amend the Schedules hereto.

(e) The Parties acknowledge that a substantial portion of the Proxy/Registration Statement and certain other forms, reports and other filings required to be made by SPAC under the Securities Exchange Act in connection with the transactions contemplated by this Agreement (collectively, "Additional SPAC Filings") shall include disclosure regarding the Company, Holdco and the business of the Company's management, operations and financial condition. Accordingly, the ZB Companies agree to, as promptly as reasonably practicable, to use commercially reasonable efforts to provide SPAC with all information concerning the ZB Companies, and its business, management, operations and financial condition, in each case, that is reasonably requested by SPAC to be included in the Proxy/Registration Statement, Additional SPAC Filings or any other SPAC filing with the SEC. The ZB Companies shall make and shall cause their Affiliates, directors, officers, managers and employees to make, available to SPAC and its counsel, auditors and other representatives in connection with the drafting of the Proxy/Registration Statement and Additional SPAC Filings, as reasonably requested by SPAC, and responding in a timely manner to comments thereto from the SEC. SPAC shall make all required filings with respect to the transactions contemplated by this Agreement under the Securities Act, the Securities Exchange Act and applicable blue sky Laws and the rules and regulations thereunder, and the ZB Companies shall reasonably cooperate in connection therewith.

(f) At least five (5) days prior to Closing, SPAC shall begin preparing a draft Current Report on Form 8-K in connection with and announcing the Closing, together with, or incorporating by reference, such information that is or may be required to be disclosed with respect to the transactions contemplated by this Agreement pursuant to Form 8-K (the "Closing Form 8-K"). SPAC shall provide the Company with a reasonable opportunity to review and comment on the Closing Form 8-K prior to its filing and shall consider such comments in good faith. Prior to the Closing, the Parties shall prepare a mutually agreeable press release announcing the consummation of the transactions contemplated by this Agreement ("Closing Press Release"). Concurrently or promptly following with the Closing, SPAC shall distribute the Closing Press Release, and within four (4) Business Days thereafter, file the Closing Form 8-K with the SEC.

(g) The Company has delivered to the SPAC (i) audited consolidated balance sheets of the Company as of March 31, 2022, and related audited consolidated statements of operations, partners' equity and cash flows for the fiscal years ended on such dates, together with all related notes and schedules thereto, accompanied by the reports thereon of the Company's independent auditors (which reports shall be unqualified), prepared in accordance with GAAP, applied on a consistent basis throughout the covered periods and Regulation S-X of the SEC and in each case, audited in accordance with the standards of the PCAOB (the "PCAOB Financial Statements"), and (ii) all other audited and unaudited financial statements of the Company and any company or business units acquired by the Company, as applicable, required under the applicable rules and regulations and guidance of the SEC to be included in the Proxy/Registration Statement and/or the Closing Form 8-K (including pro forma financial information).

(h) SPAC shall, prior to or as promptly as practicable following the Proxy/Registration Statement Clearance Date (and in no event later than the date the Proxy/Registration Statement is required to be mailed in accordance with Section 8.9(b)), establish a record date in accordance with the terms of SPAC Existing Memorandum and Articles of Association (which date shall be mutually agreed with the Company) for, duly call and give notice of, SPAC Shareholder Meeting. SPAC shall convene and hold SPAC Shareholder Meeting, for the purpose of obtaining the requisite approval of SPAC Shareholder Voting Matters, which meeting shall be held as promptly as practicable after the date on which SPAC commences the mailing of the Proxy/Registration Statement to its shareholders; provided that in no event shall such meeting be held more than forty-five (45) days after such mailing date (unless the meeting has been adjourned as set out in the Proxy/Registration Statement). SPAC shall take all actions necessary to obtain the approval of SPAC Shareholder Voting Matters at SPAC Shareholder Meeting, including as such SPAC Shareholder Meeting may be adjourned or postponed in accordance with this Agreement, including by soliciting proxies as promptly as practicable in accordance with applicable Law for the purpose of seeking the approval of SPAC Shareholder Voting Matters. Except as otherwise required by applicable Law (including, for the avoidance of doubt, the fiduciary duties of the members of SPAC Board), SPAC Board shall include the SPAC Board Recommendation in the Proxy/Registration Statement and any amended or supplemental statement sent to SPAC Shareholders and shall not (and no committee or subgroup thereof shall) (i) change, withdraw, withhold, qualify or modify, or publicly propose to change, withdraw, withhold, qualify or modify, SPAC Board Recommendation, (ii) adopt, approve, endorse or recommend any SPAC Competing Transaction, (iii) following a request in writing by the Company that SPAC Board Recommendation be reaffirmed publicly, fail to reaffirm publicly SPAC Board Recommendation within ten (10) days after the Company made such request (it being agreed that the Company may only make one (1) request pursuant to this clause (iii); provided that SPAC (A) has not already publicly reaffirmed such SPAC Board Recommendation or (B) has made a change in SPAC Board Recommendation or is reasonably likely to do so in such ten (10) day period), or (iv) agree to take any of the foregoing actions. SPAC agrees that its obligation to establish a record date for, duly call, give notice of, convene and hold SPAC Shareholder Meeting for the purpose of seeking approval of SPAC Shareholder Voting Matters shall not be affected by intervening events or circumstances, and SPAC agrees to establish a record date for, duly call, give notice of, convene and hold SPAC Shareholder Meeting and submit for the approval of SPAC Shareholders SPAC Shareholder Voting Matters, in each case as contemplated by this Section 8.9(h), regardless of whether or not there shall have occurred any intervening events or circumstances. Notwithstanding anything to the contrary contained in this Agreement, SPAC only shall be entitled to postpone or adjourn SPAC Shareholder Meeting: (A) to allow reasonable additional time for the filing or mailing of any supplement or amendment to the Proxy/Registration Statement that SPAC Board has determined in good faith after consultation with outside legal counsel is required under applicable Law, which supplement or amendment shall be promptly disseminated to SPAC's shareholders prior to SPAC Shareholder Meeting; (B) if, as of the time for which SPAC Shareholder Meeting is originally scheduled (as set forth in the Proxy/Registration Statement), there are insufficient shares of SPAC represented (either in person or by proxy) to constitute a quorum necessary to conduct the business to be conducted at SPAC Shareholder Meeting; (C) to seek withdrawals of redemption requests from SPAC Shareholders; or (D) in order to solicit additional proxies from shareholders for purposes of obtaining approval of SPAC Shareholder Voting Matters; provided that in the event of any such postponement or adjournment, SPAC Shareholder Meeting shall be reconvened as promptly as practicable following such time, and in no event later than ten (10) Business Days following such time, as the matters described in such clauses have been resolved.

Section 8.10 **Expenses**. The Company shall be solely liable for and pay at Closing all of the Company Transaction Expenses and SPAC shall be solely liable for and pay at Closing all of the SPAC Transaction Expenses, including in connection with the negotiation, execution and performance of this Agreement and the Ancillary Agreements, the performance of each Party's obligations hereunder and under the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby; provided, that if the Closing shall occur each Party's reasonable and documented costs and expenses will be paid from the Trust Account.

Section 8.11 PIPE Investment.

(a) SPAC shall take, or use its reasonable best efforts to cause to be taken, all actions required, necessary or that it otherwise deems to be proper or advisable to obtain the PIPE Investment and consummate the transactions contemplated by the Subscription Agreements on the terms described therein, including using its commercially reasonable efforts to (x) comply with its obligations under the Subscription Agreements, (y) in the event that all conditions in the Subscription Agreements have been satisfied (other than conditions that SPAC controls the satisfaction of and other than those conditions that by their nature are to be satisfied at Closing), consummate the transactions contemplated by the Subscription Agreements at or prior to Closing; and (z) enforce its rights under the Subscription Agreements in the event that all conditions in the Subscription Agreements have been satisfied (other than conditions that SPAC controls the satisfaction of and other than those conditions that by their nature are to be satisfied at Closing), to cause the applicable PIPE Investor to contribute to SPAC the applicable portion of the PIPE Investment Amount set forth in the applicable Subscription Agreement at or prior to Closing. SPAC shall give the Company prompt written notice upon (i) becoming aware of any breach or default by any party to any of the Subscription Agreements or any termination (or purported termination) of any of the Subscription Agreements, (ii) the receipt of any written notice or other written communication from any party to any Subscription Agreement with respect to any actual, potential or claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any party to any Subscription Agreement or any provisions of any Subscription Agreement and (iii) if SPAC does not expect to receive all or any portion of the PIPE Investment Amount on the terms, in the manner or from the sources contemplated by the Subscription Agreements. SPAC shall not permit, without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed), any amendment or modification to be made to, or any waiver of any provision or remedy under, or any replacements of, the Subscription Agreements.

(b) Each ZB Company agrees, and shall cause the appropriate officers and employees thereof, to use commercially reasonable efforts to cooperate in connection with (x) the arrangement of any PIPE Investment, and (y) the marketing of the transactions contemplated by this Agreement and the Ancillary Agreements in the public markets and with existing equityholders of SPAC (including in the case of clauses (x) with respect to the satisfaction of the relevant conditions precedent), in each case as may be reasonably requested by SPAC, including by (i) upon reasonable prior notice, participating in meetings, calls, drafting sessions, presentations, and due diligence sessions (including accounting due diligence sessions) and sessions with prospective investors at mutually agreeable times and locations and upon reasonable advance notice (including the participation in any relevant "roadshow"), (ii) assisting with the preparation of customary materials, (iii) providing the financial statements and such other financial information regarding the Company as is reasonably requested in connection therewith, subject to confidentiality obligations reasonably acceptable to the Company, (iv) taking all corporate actions that are necessary or customary to obtain the PIPE Investment and market the transactions contemplated by this Agreement, and (v) otherwise reasonably cooperating in SPAC's efforts to obtain the PIPE Investment and market the transactions contemplated by this Agreement.

Section 8.12 Directors and Officers.

(a) Indemnification. Beginning on the Closing Date and continuing until the sixth (6^{th}) anniversary of the Closing Date, SPAC (i) shall maintain in effect all rights to indemnification, advancement of expenses, exculpation and other limitations on Liability to the extent provided in SPAC Governing Documents and the Governing Documents of the Company in effect as of the Effective Date ("D&O Provisions") in favor of any current or former director, officer, or manager, or, to the extent authorized under the applicable D&O Provisions, any employee, agent or representative of SPAC (whether before or after Closing) and the Company (the "Indemnified Persons"), and (ii) shall not, and shall not permit the Surviving Company to, amend, repeal or modify in a manner adverse to the beneficiary thereof any provision in the D&O Provisions as it relates to any Indemnified Person, in each case relating to a state of facts existing prior to Closing. After the Closing, in the event that SPAC or its successors (i) consolidates with or merges into any other Person and is not the continuing or surviving company or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then in each such case, SPAC shall cause proper provision to be made so that the successors of SPAC shall succeed to and be bound by the obligations set forth in this Section 8.12.

(b) Tail Policy. For a period of six (6) years from and after the Closing Date, SPAC shall purchase and maintain in effect policies of directors' and officers' liability insurance covering those Persons on the date hereof who are covered by such policies of the Company and SPAC (including, for the avoidance, directors, officers, etc. of SPAC after the Closing Date and directors, officers etc. of the Company prior to and after the Closing Date) with respect to claims arising from facts or events that occurred on or before the Closing and with no less favorable coverage and amounts as, and contain terms and conditions no less advantageous than, in the aggregate, (i) the coverage currently provided by such policy held by SPAC and (ii) the coverage provided by a policy held by a similarly situated Company. At or prior to the Closing Date, SPAC and the Company shall purchase and maintain in effect for a period of six (6) years thereafter, "run-off" coverage as provided by the Company's and SPAC's fiduciary and employee benefit policies, in each case, covering those Persons who are covered on the Effective Date by such policies and with terms, conditions, retentions and limits of liability that are no less advantageous than the coverage provided under the Company's or SPAC's existing policies.

Section 8.13 Post-Closing Directors and Officers of SPAC. Subject to receipt of the Required Vote, SPAC shall take or cause to be taken all actions as may be necessary or appropriate to ensure that as soon as practical following the Closing:

(a) The post-Closing SPAC Board shall consist of at least six (6) directors, comprised of:

(i) two (2) director nominees, each of whom shall be designated by Sponsor;

(ii) four (4) director nominees, each of whom shall be designated by the Company's Board;

(iii) any additional director nominees will be designated by mutual agreement of the Sponsor and the Company; and

(iv) the chairperson of the Board shall be nominated by the Company.

(b) The officers of SPAC shall be as set forth on Schedule 8.13(b) hereto, who shall serve in such capacity in accordance with the terms of the Governing Documents of SPAC following the Closing.

(c) If any Person nominated pursuant to Section 8.13(a) is not duly appointed at SPAC Shareholder Meeting, the Parties shall take all necessary action to fill any such vacancy on the post-Closing SPAC Board with an alternative Person designated pursuant to Section 8.13(a).

Section 8.14 **Share Transactions**. During the Pre-Closing Period, except as otherwise contemplated by this Agreement, none of the ZB Companies nor any of its Subsidiaries or Affiliates, directly or indirectly, shall engage in any transactions involving the securities of SPAC.

Section 8.15 **Exclusivity**. From the Effective Date, until the earlier of the Closing or the termination of this Agreement in accordance with ARTICLE X, none of the ZB Companies, nor any of their officers, directors, employees, agents or representatives (including, without limitation, their respective attorneys and accountants), directly or indirectly, shall (i) solicit, initiate or take any action to facilitate or encourage any inquiries or the making, submission or announcement of, any proposal or offer from any Person or group of Persons other than SPAC and the Sponsor (and their respective representatives, acting in their capacity as such) (a "Competing SPAC") that may constitute, or could reasonably be expected to lead to, a Competing Transaction; (ii) enter into, participate in, continue or otherwise engage in, any discussions or negotiations with any Competing SPAC regarding a Competing Transaction; (iii) furnish (including through any virtual data room) any information relating to the Company or any of its assets or businesses, or afford access to the assets, business, properties, books or records of the Company to a Competing SPAC, in all cases for the purpose of assisting with or facilitating, or that could otherwise reasonably be expected to lead to, a Competing Transaction; (iv) approve, endorse or recommend any Competing Transaction; or (v) enter into a Competing Transaction or any agreement, arrangement or understanding (including any letter of intent or term sheet) relating to a Competing Transaction or publicly announce an intention to do so; provided that none of the foregoing restrictions shall prohibit the Company from taking the actions permitted by the exceptions set forth in Section 7.1(a)(xi) of this Agreement or the related sections of the Company Disclosure Letter, and any such action shall not be deemed a violation of this Section 8.16.

ARTICLE IX
TAX MATTERS

Section 9.1 **Tax Matters**. The Party required by Law to file any Tax Returns with respect to Transfer Taxes shall, at its expense, file all necessary Tax Returns with respect to all such Taxes, and, if required by applicable Law, the other Party will cooperate and join in the execution of any such Tax Returns. The Parties shall reasonably cooperate to establish any available exemption from (or reduction in) any Transfer Tax.

Section 9.2 **Tax Structuring**. In due time following the Closing, and in any event no later than before the end of the calendar year 2022, the ZB Companies and SPAC shall use their reasonable best efforts to undertake all reasonable measures to structure SPAC's shareholding in the Company in a tax efficient way and to mitigate potential exposure for Taxes for both, SPAC and the Company. In particular, the ZB Companies and SPAC shall jointly (a) decide on the place of SPAC's place of effective management and tax residence immediately after Closing, (b) ensure that SPAC's place of effective management and tax residence will be located and remain at the place as decided according to clause (a), and (c) arrange any tax rulings facilitating actions (a)-(b) without delay.

Section 9.3 **Tax Cooperation**. SPAC and the Company agree to retain and furnish or cause to be furnished to one another, upon request, as promptly as practicable, such information and assistance relating to the ZB Companies as is reasonably necessary for the filing of all Tax Returns of or with respect to any ZB Company, the making of any election related to Taxes of or with respect to any ZB Company, the preparation for any audit by any Taxing Authority and the prosecution or defense of any claim or other disputes relating to any Tax Return of or with respect to any ZB Company.

Section 9.4 **Filing of Pre-Closing Tax Period Tax Returns**. The Company will prepare (or cause to be prepared) and file or cause to be filed all Tax Returns of the ZB Companies with respect to a Pre-Closing Period (other than any Straddle Period). The Company will deliver to SPAC all income Tax Returns at least thirty (30) days before the due date for such Tax Returns, and in the case of all other Tax Returns, as soon as reasonably practicable prior to the due date of such Tax Return (in each case, taking into account validly obtained extensions). The Company will allow SPAC to review and comment upon such Tax Returns and will reflect any comments reasonably requested by SPAC.

Section 9.5 **Straddle Period**. In the case of any taxable period that includes (but does not end on) the Closing Date (a "Straddle Period"), the amount of any Taxes based upon or measured by net income, gain, activities, events or the level of any item for the Pre-Closing Period will be determined based on an interim closing of the books as of the close of business on the Closing Date. The amount of Taxes, other than Taxes based upon or measured by net income, gain, activities, events or the level of any item for a Straddle Period, which relate to the Pre-Closing Tax Period will be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period. SPAC shall prepare and file or cause to be prepared and filed, in each case at its sole cost and expense, any Tax Returns of the Company for a Straddle Period. Such Tax Returns shall be prepared in a manner consistent with past practice of the ZB Companies. SPAC will deliver to the Company all income Tax Returns at least thirty (30) days before the due date for such Tax Returns, and in the case of all other Tax Returns, as soon as reasonably practicable prior to the due date of such Tax Return (in each case, taking into account validly obtained extensions). SPAC will allow the Company to review and comment upon such Tax Returns and will reflect any comments reasonably requested by the Company.

ARTICLE X
TERMINATION

Section 10.1 **Termination**. This Agreement may be terminated and the transactions contemplated by this Agreement abandoned at any time prior to the Closing only as follows:

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

(b) by the Company or SPAC by written notice to the other Party if any applicable Law is in effect making the consummation of the transactions contemplated by this Agreement illegal or any final, non-appealable Order is in effect permanently preventing the consummation of the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement pursuant to this Section 10.1(b) shall not be available to any Party whose breach of any representation, warranty, covenant or agreement of this Agreement resulted in or caused such final, non-appealable Order or other action (including, with respect to the Company, any breach by Holdco);

(c) by the Company or SPAC by written notice to the other Party if the consummation of the transactions contemplated by this Agreement shall not have occurred on or before November 15, 2022 (the "Outside Date"); provided, however, that the right to terminate this Agreement under this Section 10.1(c) shall not be available to any Party that has materially breached any of its representations, warranties, covenants or agreements under this Agreement (including, with respect to the Company, any breach by Holdco) if such material breach is the primary cause of or has resulted in the failure of the transactions contemplated by this Agreement to be consummated on or before such date;

(d) by the Company if SPAC or any SPAC Company breaches in any material respect any of its representations or warranties contained in this Agreement or breaches or fails to perform in any material respect any of its covenants contained in this Agreement, which breach or failure to perform (i) would render a condition precedent to the ZB Companies obligations to consummate the transactions set forth in Section 4.1(a) or Section 4.1(c) of this Agreement not capable of being satisfied, and (ii) after the giving of written notice of such breach or failure to perform to SPAC by the Company, cannot be cured or has not been cured by the earlier of the Outside Date and thirty (30) days after receipt of such written notice and the Company has not waived in writing such breach or failure; provided, however, that the right to terminate this Agreement under this Section 10.1(d) shall not be available to the Company if any ZB Company is then in material breach of any representation, warranty, covenant or agreement contained in this Agreement;

(e) by SPAC, if any ZB Company breaches in any material respect any of their representations or warranties contained in this Agreement or any ZB Company breaches or fails to perform in any material respect any of its covenants contained in this Agreement, which breach or failure to perform (i) would render a condition precedent to SPAC's obligations to consummate the transactions set forth in Section 4.1(a) or Section 4.1(b) of this Agreement not capable of being satisfied, and (ii) after the giving of written notice of such breach or failure to perform to the relevant ZB Company by SPAC, cannot be cured or has not been cured by the earlier of the Outside Date and thirty (30) days after the delivery of such written notice and SPAC has not waived in writing such breach or failure; provided, however, that the right to terminate this Agreement under this Section 10.1(e) shall not be available to SPAC if SPAC or any SPAC Company is then in material breach of any representation, warranty, covenant or agreement contained in this Agreement;

(f) by the Company or SPAC by written notice to the other Party if the Required Vote is not obtained at the SPAC Shareholder Meeting (subject to any adjournment or postponement thereof); and

(g) by written notice from SPAC to the Company if the Holdco Vote is not obtained.

Section 10.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 10.1, this Agreement shall immediately become null and void, without any Liability on the part of any Party or any other Person, and all rights and obligations of each Party shall cease; provided that (a) the agreements contained in Section 8.9, Section 8.10, this Section 10.2 and Article X of this Agreement survive any termination of this Agreement and remain in full force and effect and (b) no such termination shall relieve any Party from any Liability arising out of or incurred as a result of its Fraud or its willful and material breach of this Agreement.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Amendment and Waiver. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by SPAC and the Company. No waiver of any provision or condition of this Agreement shall be valid unless the same shall be in writing and signed by the Party against which such waiver is to be enforced. No waiver by any Party of any default, breach of representation or warranty or breach of covenant hereunder, whether intentional or not, shall be deemed to extend to any other, prior or subsequent default or breach or affect in any way any rights arising by virtue of any other, prior or subsequent such occurrence. Any such amendment or waiver may occur after the approval of SPAC Shareholder Voting Matters at SPAC Shareholder Meeting so long as such amendment or waiver would not require the further approval of SPAC Shareholders under applicable Law without such approval having first been obtained.

Section 11.2 Non-Survival of Representations and Warranties.

None of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Closing and shall terminate and expire upon the occurrence of the Effective Time (and there shall be no Liability after the Closing in respect thereof), except for those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring on or after the Closing..

Section 11.3 **Notices**. All notices, demands and other communications to be given or delivered under this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered (or, if delivery is refused, upon presentment) or received by email (with confirmation of transmission) prior to 5:00 p.m. eastern time on a Business Day and, if otherwise, on the next Business Day, (b) one (1) Business Day following sending by reputable overnight express courier (charges prepaid) or (c) three (3) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing pursuant to the provisions of this Section 11.3, notices, demands and other communications to the Company, Holdco, SPAC, Merger Sub and Merger Sub 2 shall be sent to the addresses indicated below:

Notices to ZB Companies	with copies to (which shall not constitute notice):
Zura Bio Limited 3rd Floor 1 Ashley Road Altrincham WA14 2DT Attention: Oliver Levy Email: oliver.levy@zurabio.com	McDermott Will & Emery, LLP 110 Bishopsgate London EC2N 4AY Attention: Gary Howes Email: ghowes@mwe.com

Notices to SPAC, Merger Sub and Merger Sub 2:	with copies to (which shall not constitute notice):
JATT Acquisition Corp. PO Box 309, Ugland House Grand Cayman, Cayman Islands Attention: Verender Badial E-mail: verender.badial@jattacquisition.com	Loeb & Loeb LLP 345 Park Avenue New York, NY 10154 Attention: Mitchell Nussbaum E-Mail: mnussbaum@loeb.com

Section 11.4 **Assignment**. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Party (including by operation of Law) without the prior written consent of the other Parties. Any purported assignment or delegation not permitted under this Section 11.4 shall be null and void.

Section 11.5 **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

Section 11.6 **Interpretation**. The headings and captions used in this Agreement and the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized terms used in any Disclosure Letter, Schedule or Exhibit attached hereto or delivered at the same time and not otherwise defined therein shall have the meanings set forth in this Agreement. The use of the word "including" herein shall mean "including without limitation". The words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References herein to a specific Section, Subsection, Clause, Recital, Section of a Disclosure Letter, Schedule or Exhibit shall refer, respectively, to Sections, Subsections, Clauses, Recitals, Sections of a Disclosure Letter, Schedules or Exhibits of this Agreement. Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. References herein to any gender shall include each other gender. The word "or" shall not be exclusive unless the context clearly requires the selection of one (1) (but not more than one (1)) of a number of items. References to "written" or "in writing" include in electronic form. References herein to any Person shall include such Person's heirs, executors, personal representatives, administrators, successors and permitted assigns; provided, however, that nothing contained in this Section 11.6 is intended to authorize any assignment or transfer not otherwise permitted by this Agreement. References herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity. Any reference to "days" shall mean calendar days unless Business Days are specified; provided that if any action is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. References herein to any Contract (including this Agreement) mean such Contract as amended, restated, supplemented or modified from time to time in accordance with the terms thereof; provided that with respect to any Contract listed (or required to be listed) on the Disclosure Letters, all material amendments and modifications thereto (but excluding any purchase orders, work orders or statements of work) must also be listed on the appropriate section of the applicable Disclosure Letter. With respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding". References herein to any Law shall be deemed also to refer to such Law, as amended, and all rules and regulations promulgated thereunder. If any Party has breached any representation, warranty, covenant or agreement contained in this Agreement in any respect, the fact that there exists another representation, warranty, covenant or agreement relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, covenant or agreement. The word "extent" in the phrase "to the extent" (or similar phrases) shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". An accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with GAAP. Except where otherwise provided, all amounts in this Agreement are stated and shall be paid in United States dollars. The Parties and their respective counsel have reviewed and negotiated this Agreement as the joint agreement and understanding of the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person.

Section 11.7 **Entire Agreement**. This Agreement, the Ancillary Agreements and the Confidentiality Agreement (together with the Disclosure Letters and Exhibits to this Agreement) contain the entire agreement and understanding among the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings and discussions (including that certain non-binding letter of intent among SPAC and the Company, dated as of May 4, 2022, as amended), whether written or oral, relating to such subject matter in any way. The Parties have voluntarily agreed to define their rights and Liabilities with respect to the transactions contemplated by this Agreement exclusively pursuant to the express terms and provisions of this Agreement, and the Parties disclaim that they are owed any duties or are entitled to any remedies not set forth in this Agreement. Furthermore, this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations and no Person has any special relationship with another Person that would justify any expectation beyond that of an ordinary SPAC and an ordinary seller in an arm's-length transaction.

Section 11.8 **Counterparts; Electronic Delivery**. This Agreement, the Ancillary Agreements and the other agreements, certificates, instruments and documents delivered pursuant to this Agreement may be executed and delivered in one or more counterparts and by fax, email or other electronic transmission, each of which shall be deemed an original and all of which shall be considered one and the same agreement. No Party shall raise the use of a fax machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a fax machine or email as a defense to the formation or enforceability of a Contract and each Party forever waives any such defense.

Section 11.9 **Governing Law; Waiver of Jury Trial; Jurisdiction**. The Law of the State of New York shall govern (a) all claims or matters related to or arising from this Agreement (including any tort or non-contractual claims) and (b) any questions concerning the construction, interpretation, validity and enforceability of this Agreement, and the performance of the obligations imposed by this Agreement, in each case without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of New York. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY 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 AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES UNDER THIS AGREEMENT. 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 submits to the exclusive jurisdiction of the Federal District Court for the District of New York, in any Proceeding arising out of or relating to this Agreement, agrees that all claims in respect of the Proceeding shall be heard and determined in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement in any other courts. Nothing in this Section 11.9, however, shall affect the right of any Party to serve legal process in any other manner permitted by Law or at equity. Each Party 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.

Section 11.10 **Trust Account Waiver**. Each of Holdco and the Company acknowledges that SPAC has established the Trust Account for the benefit of its public SPAC Shareholders, which contains the proceeds of its initial public offering and from certain private placements occurring simultaneously with the initial public offering (including interest accrued from time to time thereon) for the benefit of SPAC's public shareholders and certain other parties (including the underwriters of the initial public offering). For and in consideration of SPAC entering into this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Holdco and the Company, for itself and the Affiliates it has the authority to bind, hereby agrees it does not now and shall not at any time hereafter have any right, title, interest or claim of any kind in or to any assets in the Trust Account, regardless of whether such claim arises as a result of, in connection with or relating in any way to this Agreement or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Released Claims"). Each of Holdco and the Company for itself and the Affiliates it has the authority to bind hereby irrevocably waives any Released Claims that it may have against the Trust Account now or in the future as a result of, or arising out of, any discussions, contracts or agreements with SPAC, Sponsor or any of their Affiliates and will not seek recourse against the Trust Account for any reason whatsoever; provided that (a) nothing herein shall serve to limit or prohibit Holdco or 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 SPAC 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 redemptions by SPAC's public shareholders) to the Company in accordance with the terms of this Agreement and the Trust Agreement) and (b) 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 11.11 **Specific Performance**. Each Party acknowledges that the rights of each Party to consummate the transactions contemplated by this Agreement are unique and recognize and affirm that in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached, money damages would be inadequate (and therefore the non-breaching Party would have no adequate remedy at Law) and the non-breaching Party would be irreparably damaged. Accordingly, each Party agrees that each other Party shall be entitled to specific performance, an injunction or other equitable relief (without posting of bond or other security or needing to prove irreparable harm) to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any Proceeding, in addition to any other remedy to which such Person may be entitled. 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 Law or that an award of specific performance is not an appropriate remedy for any reason at Law 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 11.11 shall not be required to provide any bond or other security in connection with any such injunction.

Section 11.12 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties and such permitted assigns, any legal or equitable rights hereunder (other than in respect of the Indemnified Persons and Non-Party Affiliates, each of whom is an express third-party beneficiary hereunder to the specific provisions in which such Person is referenced and entitled to enforce only such obligations hereunder).

Section 11.13 **Disclosure Letters and Exhibits**. The Disclosure Letters and Exhibits attached hereto or referred to in this Agreement are (a) each hereby incorporated in and made a part of this Agreement as if set forth in full herein and (b) qualified in their entirety by reference to specific provisions of this Agreement. Any fact or item disclosed in any Section of a Disclosure Letter shall be deemed disclosed in each other Section of the applicable Disclosure Letter to which such fact or item may apply so long as (i) such other Section is referenced by applicable cross-reference or (ii) it is reasonably apparent on the face of such disclosure that such disclosure is applicable to such other Section or portion of the Disclosure Letter. The headings contained in the Disclosure Letters are for convenience of reference only and shall not be deemed to modify or influence the interpretation of the information contained in the Disclosure Letters or this Agreement. The Disclosure Letters are not intended to constitute, and shall not be construed as, an admission or indication that any such fact or item is required to be disclosed. The Disclosure Letters shall not be deemed to expand in any way the scope or effect of any representations, warranties or covenants described in this Agreement. Any fact or item, including the specification of any dollar amount, disclosed in the Disclosure Letters shall not by reason only of such inclusion be deemed to be material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement, and matters reflected in the Disclosure Letters are not necessarily limited to matters required by this Agreement to be reflected herein and may be included solely for information purposes; and no Party shall use the fact of the setting of the amounts or the fact of the inclusion of any item in the Disclosure Letters in any dispute or controversy between the Parties as to whether any obligation, item or matter not described or included in the Disclosure Letters is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the Ordinary Course of Business. No disclosure in the Disclosure Letters relating to any possible breach or violation of any Contract, Law or Order shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Moreover, in disclosing the information in the Disclosure Letters, ZB Companies do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed therein. The information contained in the Disclosure Letters shall be kept strictly confidential by the Parties and no third party may rely on any information disclosed or set forth therein.

Section 11.14 **No Recourse**. Notwithstanding anything that may be expressed or implied in this Agreement (except in the case of the immediately succeeding sentence) or any document, agreement, or instrument delivered contemporaneously herewith, and notwithstanding the fact that any Party may be a corporation, company, partnership, exempted limited partnership or limited liability company, each Party hereto, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Parties shall have any obligation hereunder and that it has no rights of recovery hereunder against, and no recourse hereunder or under any documents, agreements, or instruments delivered contemporaneously herewith or in respect of any oral representations made or alleged to be made in connection herewith or therewith shall be had against, any former, current or future director, officer, agent, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative or employee of any Party (or any of their successors or permitted assignees), against any former, current, or future general or limited partner, manager, stockholder or member of any Party (or any of their successors or permitted assignees) or any Affiliate thereof or against any former, current or future director, officer, agent, employee, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative, general or limited partner, stockholder, manager or member of any of the foregoing, but in each case not including the Parties (each, but excluding for the avoidance of doubt, the Parties, a "Non-Party Affiliate"), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, Contract or otherwise) by or on behalf of such Party against the Non-Party Affiliates, by the enforcement of any assessment or by any Proceeding, or by virtue of any statute, regulation or other applicable Law, or otherwise; it being agreed and acknowledged that no personal Liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any Non-Party Affiliate, as such, for any obligations of the applicable Party under this Agreement or the transactions contemplated by this Agreement, under any documents or instruments delivered contemporaneously herewith, in respect of any oral representations made or alleged to be made in connection herewith or therewith, or for any claim (whether in tort, Contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation. Notwithstanding the forgoing, a Non-Party Affiliate may have obligations under any documents, agreements, or instruments delivered contemporaneously herewith or otherwise required by this Agreement if such Non-Party Affiliate is party to such document, agreement or instrument. Except to the extent otherwise set forth in, and subject in all cases to the terms and conditions of and limitations herein, this Agreement may only be enforced against, and any claim or cause of action of any kind based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are named as Parties hereto and then only with respect to the specific obligations set forth herein with respect to such Party. Each Non-Party Affiliate is intended as a third-party beneficiary of this Section 11.14.

Section 11.15 **Acknowledgements**.

(a) ZB Companies. Each ZB Company specifically acknowledges and agrees to SPAC's disclaimer of any representations or warranties other than those set forth in Article IV, Article VI and any Ancillary Agreement or certificate delivered by SPAC or Merger Sub pursuant to this Agreement, whether made by SPAC, Merger Sub or any of their respective Affiliates or representatives, and of all Liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to the Company and its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to SPAC, Merger Sub, their Affiliates or representatives by either SPAC or Merger Sub or any of their respective Affiliates or representatives), other than those set forth in Article IV, Article VI and any Ancillary Agreement or certificate delivered by SPAC or Merger Sub pursuant to this Agreement. SPAC specifically acknowledges and agrees that, without limiting the generality of this Section 11.15, neither the Company nor any of their respective Affiliates or representatives has made any representation or warranty with respect to any projections or other future forecasts. SPAC specifically acknowledges and agrees that except for the representations and warranties set forth in Article VI and any Ancillary Agreement or certificate delivered by SPAC or Merger Sub pursuant to this Agreement, neither SPAC nor Merger Sub makes, nor has SPAC or Merger Sub made, any other express or implied representation or warranty with respect to SPAC or Merger Sub, their assets or Liabilities, the businesses of SPAC or Merger Sub or the transactions contemplated by this Agreement or the Ancillary Agreements.

(b) SPAC. SPAC specifically acknowledges and agrees to the ZB Companies' disclaimer of any representations or warranties other than those set forth in Article IV, Article V and any Ancillary Agreement or certificate delivered by any ZB Company pursuant to this Agreement, whether made by any ZB Company or any of their respective Affiliates or representatives, and of all Liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to SPAC, Merger Sub, their Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to SPAC, Merger Sub, their Affiliates or representatives by either SPAC, Holdco, the Company or any of their respective Affiliates or representatives), other than those set forth in Article IV, Article V and any Ancillary Agreement or certificate delivered by Holdco or the Company pursuant to this Agreement. SPAC specifically acknowledges and agrees that, without limiting the generality of this Section 11.15, neither Holdco nor the Company nor any of their respective Affiliates or representatives has made any representation or warranty with respect to any projections or other future forecasts. SPAC specifically acknowledges and agrees that except for the representations and warranties set forth in Article IV, Article V and any Ancillary Agreement or certificate delivered by Holdco or the Company pursuant to this Agreement, neither Holdco nor the Company makes, nor has Holdco or the Company made, any other express or implied representation or warranty with respect to Holdco, the Company, their assets or Liabilities, the businesses of Holdco or the Company or the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 11.16 Company Capital Restructuring. Upon receipt of the Required Vote, ZB Companies shall promptly consummate the Company Capital Restructuring and in any event no later than three Business Days after the receipt of the Required Vote.

Section 11.17 Holdco Signing Date and Status of Agreement. This Agreement shall come into force between the Parties (excluding Holdco) on the Effective Date. It shall continue in force (unless terminated in accordance with its terms) between those Parties whether or not Holdco becomes a Party. With effect from the Holdco Signing Date, Holdco shall become a Party and this Agreement shall come into force with respect to Holdco and continue in force between all the Parties (including Holdco).

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Business Combination Agreement to be duly executed as of the date first above written.

SPAC:

JATT ACQUISITION CORP

By: /s/ Verender Badial
Name: Verender Badial
Title: Chief Financial Officer

IN WITNESS WHEREOF, each of the undersigned has caused this Business Combination Agreement to be duly executed as of the date first above written.

JATT MERGER SUB:

By: /s/ Verender Badial
Name: Verender Badial
Title: Director

IN WITNESS WHEREOF, each of the undersigned has caused this Business Combination Agreement to be duly executed as of the date first above written.

JATT MERGER SUB 2:

By: /s/ Verender Badial
Name: Verender Badial
Title: Director

IN WITNESS WHEREOF, each of the undersigned has caused this Business Combination Agreement to be duly executed as of the Holdco Signing Date.

ZURA BIO HOLDINGS LTD

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Business Combination Agreement to be duly executed as of the date first above written.

ZURA BIO LIMITED

By: /s/ Oliver Levy
Name: Oliver Levy
Title: Director

Exhibit 10.1

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Subscription Agreement") is entered into on June [●], 2022, by and between JATT Acquisition Corp, a Cayman Islands exempted company (the "Company"), and the subscriber named on the signature page hereto ("Subscriber").

WHEREAS, pursuant to, and upon the terms and subject to the conditions set forth in, the Business Combination Agreement dated on or after the date of this Subscription Agreement (the "Business Combination Agreement"), among the Company, JATT Merger Sub, a Cayman Islands exempted company and wholly owned subsidiary of the Company ("JATT Merger Sub"), JATT Merger Sub 2, a Cayman Islands exempted company and wholly owned subsidiary of the Company ("JATT Merger Sub 2"), Zura Bio Limited, a limited company incorporated under the laws of England and Wales ("Zura") and Zura Bio Holdings Ltd, a Cayman Islands exempted company ("Zura Holdco"), the following transactions (collectively, the "Transaction") will occur on the Closing Date (as defined below): (i) JATT Merger Sub will merge with and into Zura Holdco, with Zura Holdco continuing as the surviving company of the merger and a wholly owned subsidiary of the Company; and (ii) immediately following the transaction described in (i), Zura Holdco will merge with and into JATT Merger Sub 2, with JATT Merger Sub 2 continuing as the surviving company of the merger;

WHEREAS, in connection with the Transaction, Subscriber desires to subscribe for and purchase from the Company, immediately prior to or substantially concurrently with, and contingent upon, the consummation of the Transaction, that number of ordinary shares ("Ordinary Shares"), set forth on the signature page hereto (the "Subscribed Shares") and that number of private placement warrants of the Company as shown on Exhibit A under the column "Subscribed Amount New PIPE Subscriber Prorated Share of PPWs" attached hereto and made a part hereof, each whole warrant entitling the holder thereof to purchase one Ordinary Share for $11.50 per share (the "Private Placement Warrants") for a purchase price of $10.00 per share (the "Per Unit Subscription Price" and the aggregate of such Per Unit Subscription Price for all Subscribed Shares and Private Placement Warrants being referred to herein as the "Subscription Amount"), and the Company desires to issue and sell to Subscriber the Subscribed Shares and Private Placement Warrants in consideration of the payment of the Subscription Amount by or on behalf of Subscriber to the Company; and

WHEREAS, substantially concurrently with the execution of this Subscription Agreement, the Company will enter into subscription agreements (the "Other Subscription Agreements" and, together with this Subscription Agreement, the "Subscription Agreements") with certain other accredited investors (the "Other Subscribers" and, together with Subscriber, the "Subscribers"), which are on substantially the same terms as the terms of this Subscription Agreement (other than the amount of Ordinary Shares and Private Placement Warrants to be subscribed for and purchased by the Other Subscribers), pursuant to which such investors shall agree to purchase on the closing date of the Transaction (the "Closing Date") Ordinary Shares (the "Other Subscribed Shares" and, together with the Subscribed Shares, the "Aggregate Subscribed Shares") and Private Placement Warrants (the "Other Private Placement Warrants" and, together with the Private Placement Warrants, the "Aggregate Private Placement Warrants") for aggregate subscription amounts, together with the Subscription Amount, of not less than $20 million.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Subscription. Subject to the terms and conditions hereof, Subscriber hereby subscribes for and agrees to purchase at the Closing (as defined below), and the Company hereby agrees to issue and sell to Subscriber, upon the payment of the Subscription Amount, the Subscribed Shares and the Private Placement Warrants (such subscription and issuance, the "Subscription"). The Company hereby expressly covenants and agrees that the Subscription Amount shall be used exclusively for the Transaction or after the consummation thereof by the Company and its subsidiaries (including Zura) for working capital and other corporate purposes.

2. Closing.

(a) The consummation of the Subscription (the "Closing") shall be contingent upon, and occur on the Closing Date immediately prior to or concurrently with the consummation of the Transaction.

(b) At least five Business Days before the anticipated Closing Date, the Company shall deliver written notice to Subscriber (the "Closing Notice") specifying (i) the anticipated Closing Date and (ii) the wire instructions for delivery of the Subscription Amount to the Company. No later than three Business Days after receiving the Closing Notice, Subscriber shall deliver to the Company such information as is reasonably requested in the Closing Notice in order for the Company to issue the Subscribed Shares and Private Placement Warrants to Subscriber. Subscriber shall two (2) business days prior to the expected Closing Date specified in the Closing Notice, deliver to the Company, the Subscription Amount in cash via wire transfer to the account specified in the Closing Notice. At the Closing, the Company shall issue the Subscribed Shares and Private Placement Warrants to the Subscriber and cause the Subscribed Shares and Private Placement Warrants to be registered in book entry form, free and clear of any liens or other restrictions (other than those arising under this Subscription Agreement or state or federal securities laws), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable. In the event that the consummation of the Transaction does not occur within three Business Days after the anticipated Closing Date specified in the Closing Notice, the Company shall promptly (but in no event later than three Business Days after the anticipated Closing Date specified in the Closing Notice) return the funds so delivered by Subscriber to the Company by wire transfer in immediately available funds to the account specified by Subscriber; provided that, unless this Subscription Agreement has been validly terminated pursuant to Section 6 hereof, neither the failure of the Closing to occur on the Closing Date specified in the Closing Notice nor such return of funds shall (x) terminate this Subscription Agreement, (y) be deemed to be a failure of any of the conditions to Closing set forth in this Section 2, or (z) otherwise relieve any party of any of its obligations hereunder, including Subscriber's obligation to redeliver the Subscription Amount and purchase the Subscribed Shares and Private Placement Warrants at the Closing in the event the Company delivers a subsequent Closing Notice. For the purposes of this Subscription Agreement, "Business Day" means any day other than a Saturday, Sunday or a day on which the Federal Reserve Bank of New York is closed. Prior to or at the Closing, Subscriber shall deliver to the Company a duly completed and executed Internal Revenue Service Form W-9 or appropriate Form W-8.

(c) The Closing shall be subject to the satisfaction or valid waiver (to the extent a valid waiver is capable of being issued) by the party (the Company, on the one hand, or Subscriber, on the other) entitled to the benefit thereof, of the conditions that, on or prior to the Closing Date:

(i) the Ordinary Shares shall have been approved for listing on the New York Stock Exchange (the "NYSE"), subject to official notice of issuance, and no suspension of the qualification of the Ordinary Shares for offering or sale or trading on NYSE, or, to the Company's knowledge, initiation or threatening of any proceedings for any of such purposes, shall have occurred;

(ii) all conditions precedent to the closing of the Transaction set forth in the Business Combination Agreement, including, without limitation, the required approval of the Company's shareholders, shall have been satisfied (as determined by the parties to the Business Combination Agreement, and other than those conditions which, by their nature, are to be satisfied at the closing of the Transaction, but subject to satisfaction or waiver thereof by the party entitled to the benefit thereof under the Business Combination Agreement, including to the extent that any such condition is dependent upon the consummation of the purchase and sale of the Aggregate Subscribed Shares and Aggregate Private Placement Warrants pursuant to the Subscription Agreements) or waived in writing by the party entitled to the benefit thereof under the Business Combination Agreement; and

(iii) no governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, law, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the transactions contemplated hereby illegal or otherwise restraining, prohibiting or enjoining consummation of the transactions contemplated hereby (except in the case of a governmental authority located outside the United States where such judgment, order, law, rule or regulation would not be reasonably expected to have a Company Material Adverse Effect (as defined below)).

(d) The obligation of the Company to consummate the Closing shall be subject to the satisfaction or valid waiver by the Company of the additional conditions that, on or prior to the Closing Date:

(i) all representations and warranties of Subscriber contained in this Subscription Agreement are true and correct in all material respects at and as of the Closing Date (other than (x) representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect (as defined below), which representations and warranties shall be true in all respects or (y) representations and warranties that speak as of a specified earlier date, which representations and warranties shall be true and correct in all material respects (or, if qualified by materiality or Subscriber Material Adverse Effect, which representations shall be true and correct in all respects) as of such specified date), in each case without giving effect to the consummation of the Transaction, and consummation of the Closing shall constitute a reaffirmation by Subscriber of each of the representations and warranties of Subscriber contained in this Subscription Agreement as of the Closing;

(ii) Subscriber shall have wired the Subscription Amount in accordance with Section 2(b) of this Subscription Agreement and otherwise performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing; and

(iii) Subscriber shall have provided to the Company the information requested in Annex A hereto.

(e) The obligation of Subscriber to consummate the Closing shall be subject to the satisfaction or valid waiver by Subscriber of the additional conditions that, on or prior to the Closing Date:

(i) all representations and warranties of the Company contained in this Subscription Agreement are true and correct in all material respects at and as of the Closing Date (other than (A) representations and warranties that are qualified as to materiality or Company Material Adverse Effect (as defined below), which representations and warranties shall be true in all respects or (B) representations and warranties that speak as of a specified earlier date, which representations and warranties shall be true and correct in all material respects (or, if qualified by materiality or Company Material Adverse Effect, which representations shall be true and correct in all respects) as of such specified date), in each case without giving effect to the consummation of the Transaction, and consummation of the Closing shall constitute a reaffirmation by the Company of each of the representations and warranties of the Company contained in this Subscription Agreement as of the Closing; provided that in the event this condition would otherwise fail to be satisfied as a result of a breach of one or more of the representations and warranties of the Company contained in this Subscription Agreement and the facts underlying such breach would also cause a condition to Zura's obligations under the Business Combination Agreement to fail to be satisfied, this condition shall nevertheless be deemed satisfied in the event Zura waives such condition with respect to such breach under the Business Combination Agreement;

(ii) the Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing, except where the failure of such performance, satisfaction or compliance would not or would not reasonably be expected to materially and adversely affect the economic benefits to Subscriber under this Subscription Agreement; and

(iii) there shall have been no amendment or modification to the Business Combination Agreement that materially, adversely and disproportionately as compared to Other Subscribers affects the economic benefits to Subscriber under this Subscription Agreement without having received Subscriber's prior written consent.

3. Company Representations and Warranties. For purposes of this Section 3, the term "Company" shall refer to (i) the Company as of the date hereof, and (ii) for purposes of the representations contained in subsections (f), (i) and (l) of this Section 3 and to the extent such representations and warranties are made as of the Closing Date, the combined company after giving effect to the Transaction as of the Closing Date. The Company represents and warrants to Subscriber that as of the date hereof:

(a) The Company (i) has been duly incorporated and is validly existing as a corporation in good standing under the laws of the Cayman Islands, (ii) has the requisite corporate power and authority to own, lease and operate its properties, to carry on its business as it is now being conducted and to enter into and perform its obligations under this Subscription Agreement, and (iii) is duly licensed or qualified to conduct its business and, if applicable, is in good standing under the laws of each jurisdiction (other than its jurisdiction of incorporation) in which the conduct of its business or the ownership of its properties or assets requires such license or qualification, except, with respect to the foregoing clause (iii), where the failure to be in good standing would not reasonably be expected to have a Company Material Adverse Effect. For purposes of this Subscription Agreement, a "Company Material Adverse Effect" means any event, circumstance, change, development, effect or occurrence (collectively "Effect") that, individually or in the aggregate with all other Effects, (a) is or would reasonably be expected to be materially adverse to the business, financial condition or results of operations of the Company and its subsidiaries, taken as a whole; or (b) would prevent, materially delay or materially impede the performance by the Company or its subsidiaries of their respective obligations under this Subscription Agreement, the Business Combination Agreement or the consummation of the Transaction before the Outside Date (as defined below); provided, however, that, in the case of clause (a), none of the following (or the effect of any of the following) shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether, there has been or will be a Company Material Adverse Effect: (i) any change or proposed change in applicable law or GAAP or IFRS, as applicable (including, in each case, the interpretation thereof) or changes in enforcement policies or official interpretations thereof or decisions of general applicability by any governmental entity, in each case, after the date of this Subscription Agreement; (ii) events, changes or conditions generally affecting the industries or geographic areas in which the Company operates; (iii) any changes in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (iv) acts of war, sabotage, civil unrest, protests, demonstrations, cyberattacks or terrorism, or any escalation or worsening of any such acts of war, sabotage, civil unrest, protests, demonstrations, cyberattacks or terrorism, or changes in global, national, regional, state or local political or social conditions; (v) any hurricane, tornado, flood, earthquake, mudslide, wildfire, natural disaster, epidemic, disease outbreak, pandemic (including, for the avoidance of doubt, the novel coronavirus, SARS-CoV-2 or COVID-19 and all related measures, strains and sequences) or other acts of God, (vi) any actions taken or not taken by the Company as required by this Subscription Agreement, the Business Combination Agreement or any other agreement executed and delivered in connection with the Transaction and specifically contemplated by the Business Combination Agreement, (vii) any failure of Zura and its subsidiaries, taken as a whole to meet any projections, forecasts, guidance, estimates or financial or operating predictions of revenue, earnings, cash flow or cash position (provided, that any Effect underlying such failure (except to the extent otherwise excluded by other clauses in this definition) may be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur) or (viii) any Effect attributable to the announcement or execution, pendency, negotiation or consummation of this Subscription Agreement or the Transaction (including the impact thereof on relationships with customers, suppliers, employees, investors, or other third parties related thereto), except in the cases of clauses (i) through (v), to the extent that the Company is materially and disproportionately affected thereby as compared with other participants in the industry in which the Company operates.

(b) As of the Closing Date, the Subscribed Shares will be duly authorized and, when issued and delivered to Subscriber against full payment therefor in accordance with the terms of this Subscription Agreement, will be validly issued.

(c) As of the Closing Date, the Private Placement Warrants will be duly authorized and, when issued and delivered to Subscriber against full payment therefor in accordance with the terms of this Subscription Agreement, will be enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies..

(d) The Subscribed Shares and the Private Placement Warrants are not, and following the Closing, will not be, subject to any Transfer Restriction. The term "Transfer Restriction" means any condition to or restriction on the ability of the undersigned to pledge, sell, assign or otherwise transfer the Subscribed Shares and Private Placement Warrants under any organizational document, policy or agreement of, by or with the Company, but excluding (i) the restrictions on transfer described in Section 4(e) of this Subscription Agreement with respect to the status of the Shares and the Private Placement Warrants as "restricted securities" pending their registration for resale under the Securities Act of 1933, as amended (the "Securities Act"), in accordance with the terms of this Subscription Agreement, and (ii) compliance with routine transfer registration provisions under the Company's organizational documents and agreements and policies of the Company's transfer agent.

(e) This Subscription Agreement has been duly authorized, executed and delivered by the Company, and assuming the due authorization, execution and delivery of the same by Subscriber, this Subscription Agreement shall constitute the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies.

(f) The execution and delivery of this Subscription Agreement, the issuance and sale of the Subscribed Shares and the Private Placement Warrants and the compliance by the Company with all of the provisions of this Subscription Agreement and the consummation of the transactions contemplated herein will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject; (ii) the organizational documents of the Company; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any of its properties that, in the case of clauses (i) and (iii), would reasonably be expected to have a Company Material Adverse Effect.

(g) Assuming the accuracy of all of Subscriber's representations and warranties set forth in Section 4 of this Subscription Agreement, the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the execution, delivery and performance of this Subscription Agreement (including, without limitation, the issuance of the Subscribed Shares and Private Placement Warrants), other than (i) filings required by applicable state securities laws, (ii) filings with the United States Securities and Exchange Commission (the "Commission"), including the filing of the Registration Statement pursuant to Section 5 below, (iii) filings required by the NYSE, including with respect to obtaining approval of the Company's shareholders, (iv) filings required to consummate the Transaction as provided under the Business Combination Agreement, (v) any filing of notification under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, or any law or regulation of any other jurisdiction related to competition or merger control, if applicable, (vi) those that will be obtained, made or given, as applicable, on or prior to the Closing, and (vii) consents, waivers, authorizations, orders, notices or filings, the failure of which to obtain would not reasonably be expected to have a Company Material Adverse Effect or have a material adverse effect on the Company's legal authority to consummate the transactions contemplated hereby, including the issuance and sale of the Subscribed Shares and Private Placement Warrants.

(h) Other than where the failure to timely file would not reasonably be expected to have a Company Material Adverse Effect, as of their respective dates, all reports required to be filed by the Company with the Commission (the "SEC Reports") complied in all material respects with the applicable requirements in existence as of such dates of the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the Commission promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, as of such dates, in the light of the circumstances under which they were made, not misleading. Except as disclosed in the SEC Reports, the financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments.

(i) As of the date hereof, and immediately prior to the Closing when the Company's amended and restated memorandum and articles of association shall be amended and restated to effect the Transaction, the entire authorized share capital stock of the Company consists of 200,000,000 Class A ordinary shares ("Class A Shares"), 20,000,000 Class B ordinary shares, and 1,000,000 preference shares, par value $0.0001 per share ("Preference Shares"). As of the Closing Date (and immediately after the consummation of the Transaction), the entire authorized capital stock of the Company will consist of [●] Ordinary Shares and [●] Preference Shares.

(j) Assuming the accuracy of all of Subscriber's representations and warranties set forth in Section 4 of this Subscription Agreement, no registration under the Securities Act is required for the offer and sale of the Subscribed Shares and Private Placement Warrants by the Company to Subscriber and the Subscribed Shares and Private Placement Warrants are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities law.

(k) Neither the Company nor any person acting on its behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in violation of the Securities Act in connection with any offer or sale of the Subscribed Shares and Private Placement Warrants.

(l) No broker or finder is entitled to any brokerage or finder's fee or commission from the Company solely in connection with the sale of the Subscribed Shares and Private Placement Warrants to Subscriber.

(m) The Company has provided Subscriber an opportunity to ask questions regarding the Company and made available to Subscriber all the information reasonably available to the Company that Subscriber has reasonably requested to make an investment decision with respect to the Subscribed Shares and the Private Placement Warrants.

(n) Except for such matters as have not had and would not reasonably be expected to have a Company Material Adverse Effect, the Company is in compliance with all laws applicable to the conduct of its business. The Company has not received any written, or to its knowledge, other communication from a governmental entity that alleges that the Company is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(o) As of the date hereof, the issued and outstanding Class A Shares are registered pursuant to Section 12(b) of the Exchange Act and listed for trading on the NYSE. There is no suit, action, claim, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company by NYSE or the Commission with respect to any intention by such entity to deregister the Class A Shares or to prohibit or terminate the listing of the Class A Shares on NYSE, excluding, for the purposes of clarity, the customary ongoing review by NYSE in connection with the Transaction.

(p) There are no shareholder agreements, voting trusts or other agreements or understandings to which the Company is a party or by which it is bound relating to the voting of any securities of the Company, other than (1) as set forth in the SEC Reports and (2) as contemplated by the Business Combination Agreement.

(q) The Company has not engaged in any "directed selling efforts" (within the meaning of Regulation S) with respect to the Subscribed Shares or the Private Placement Warrants, and the Company and its affiliates have complied with the offering restrictions requirement of Regulation S. The Company is a "foreign issuer" as defined in Regulation S.

(r) The Other Subscription Agreements reflect the same Per Unit Subscription Price and other terms with respect to the purchase of the Other Subscribed Shares and Other Private Placement Warrants that are no more favorable to the Other Subscribers thereunder than the terms of this Subscription Agreement, other than terms particular to the regulatory requirements of such Other Subscribers or their affiliates or related funds that are mutual funds or are otherwise subject to regulations related to the timing of funding and the issuance of the related Other Subscribed Shares and Other Private Placement Warrants.

4. Subscriber Representations and Warranties. Subscriber represents and warrants to the Company that as the date hereof:

(a) Subscriber (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and (ii) has the requisite power and authority to enter into and perform its obligations under this Subscription Agreement.

(b) This Subscription Agreement has been duly executed and delivered by Subscriber, and assuming the due authorization, execution and delivery of the same by the Company, this Subscription Agreement shall constitute the valid and legally binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies.

(c) The execution and delivery of this Subscription Agreement, the purchase of the Subscribed Shares and Private Placement Warrants and the compliance by Subscriber with all of the provisions of this Subscription Agreement and the consummation of the transactions contemplated herein will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Subscriber pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Subscriber is a party or by which Subscriber is bound or to which any of the property or assets of Subscriber is subject; (ii) the organizational documents of Subscriber; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber or any of its properties that, in the case of clauses (i) and (iii), would reasonably be expected to have a Subscriber Material Adverse Effect. For purposes of this Subscription Agreement, a "Subscriber Material Adverse Effect" means an event, change, development, occurrence, condition or effect with respect to Subscriber that would reasonably be expected to have a material adverse effect on Subscriber's ability to timely consummate the transactions contemplated hereby, including the purchase of the Subscribed Shares and Private Placement Warrants.

(d) (i) If Subscriber is located in the United States or is a U.S. person, Subscriber (A) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (within the meaning of Rule 501(a)(1), (2), (3), (7), (9) or (12) under the Securities Act), in either case satisfying the applicable requirements set forth on Annex A hereto and an "institutional account" as defined in FINRA Rule 4512(c), and is not an entity formed for the specific purpose of acquiring the Subscribed Shares or the Private Placement Warrants and is an "institutional account" as defined by FINRA Rule 4512(c) and a sophisticated institutional investor, experienced in investing in private equity transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (B) is a sophisticated investor, experienced in investing in private equity transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, (C) has exercised independent judgment in evaluating its participation in the purchase of the Subscribed Shares and the Private Placement Warrants, (D) is acquiring the Subscribed Shares and the Private Placement Warrants only for its own account and not for the account of others, or if Subscriber is subscribing for the Subscribed Shares and the Private Placement Warrants as a fiduciary or agent for one or more investor accounts, each owner of such account is a qualified institutional buyer or an institutional accredited investor and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account, and (E) is not acquiring the Subscribed Shares or the Private Placement Warrants with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and has provided the Company with the requested information on Annex A), and (F) understands that the offering meets the exemptions from filing under FINRA Rules 5123(b)(1)(A), (C) and (J); and (ii) if located outside the United States and not a U.S. person, (A) Subscriber is acquiring the Subscribed Shares and the Private Placement Warrants in an "offshore transaction" meeting the requirements of Rule 903 of Regulation S under the Securities Act, (B) Subscriber understand that the offering meets the exemptions from filing under FINRA Rule 5123(c), (C) Subscriber is are aware that the sale to them is being made in reliance on a private placement exemption from, or in a transaction not subject to, registration under the Securities Act, and the purchaser and the person, if any, for whose account or benefit the purchaser is acquiring the Securities offered pursuant to this Subscription, was located outside the United States and was not a U.S. person at the time (x) the offer was made to it and (y) when the buy order for such Subscribed Shares and Private Placement Warrants was originated, and continues to be located outside the United States and not to be a U.S. person and has not purchased such Subscribed Shares or Private Placement Warrants for the account or benefit of any person located in the United States or who is a U.S. person, or entered into any arrangement for the transfer of such Subscribed Shares, Private Placement Warrants or any economic interest therein to any person located in the United States or any U.S. person, (D) Subscriber is authorized to consummate the purchase of the Subscribed Shares and the Private Placement Warrants offered pursuant to this Subscription in compliance with all applicable laws and regulations of the jurisdiction where such sales are to be made. In either case, the Subscribed Shares and the Private Placement Warrants have not been registered under the Securities Act or any other applicable securities laws of any other jurisdiction, are being offered in transactions not requiring registration under the Securities Act, and unless so registered, may not be reoffered, resold or otherwise transferred except in compliance with the registration requirements of the Securities Act or any other applicable securities laws, pursuant to any exemption therefrom or in a transaction not subject thereto. Subscriber understands that each of the Subscribed Shares and the Private Placement Warrants may not be offered, resold, transferred, pledged (other than in connection with ordinary course prime brokerage relationships) or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except (i) to the Company or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and, in each of cases (ii) and (iii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any book-entry positions or certificates representing the Subscribed Shares and the Private Placement Warrants shall contain the legend set forth in this Section 4(d). Subscriber understands and agrees that the Subscribed Shares and the Private Placement Warrants will be subject to transfer restrictions under applicable securities laws and, as a result of these transfer restrictions, Subscriber may not be able to readily offer, resell, transfer, pledge (other than in connection with ordinary course prime brokerage relationships) or otherwise dispose of the Subscribed Shares or the Private Placement Warrants and may be required to bear the financial risk of an investment in the Subscribed Shares and the Private Placement Warrants for an indefinite period of time. Subscriber understands that it has been advised to consult legal counsel and tax and accounting advisors prior to making any offer, resale, pledge, transfer or disposition of any of the Subscribed Shares or the Private Placement Warrants.

Each book entry for the Subscribed Shares and the Private Placement Warrants shall contain a notation, and each certificate (if any) evidencing the Shares shall be stamped or otherwise imprinted with a legend, in substantially the following form (or to substantially the following effect):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE (NOTWITHSTANDING THE FOREGOING, THE SECURITIES REPRESENTED HEREBY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES). BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER AGREES FOR THE BENEFIT OF ZURA BIO LTD. (THE "COMPANY") THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, OR

(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT AND IS EFFECTIVE AT THE TIME OF SUCH TRANSFER, OR

(C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY PERMITTED TRANSFER IN ACCORDANCE WITH THE ABOVE, THE COMPANY RESERVES THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

(e) Subscriber understands and agrees that Subscriber is purchasing the Subscribed Shares and the Private Placement Warrants directly from the Company. Subscriber further acknowledges that there have not been, and Subscriber hereby expressly and irrevocably acknowledges and agrees that it is not relying on, any representations, warranties, covenants or, agreements or statements made to Subscriber by or on behalf of the Company, Zura or the Company's or Zura's respective affiliates or any of the respective subsidiaries, control persons, officers, directors, employees, partners, agents or representatives, or any other party to the Transaction or any other person or entity, expressly or by implication, (including by omission), other than those representations, warranties, covenants, agreements and statements of the Company expressly set forth in this Subscription Agreement, and Subscriber is not relying on any other purported representations, warranties, covenants, agreements or statements (including by omission). Subscriber acknowledges that certain information provided by the Company was based on projections, and such projections were prepared based on assumptions and estimates that are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. Subscriber undertook this investment freely and after obtaining independent legal advice.

(f) In making its decision to purchase the Subscribed Shares and Private Placement Warrants, Subscriber has relied solely upon independent investigation made by Subscriber and upon the representations, warranties and covenants of the Company expressly set forth herein (and no other representations and warranties). Subscriber acknowledges and agrees that Subscriber has received and had adequate time to review such information as Subscriber deems necessary in order to make an investment decision with respect to the Subscribed Shares and the Private Placement Warrants, including with respect to the Company and the Transaction (including Zura and its subsidiaries (collectively, the "Acquired Companies")). Subscriber acknowledges it has conducted its own investigation of the Company and the Subscribed Shares and Private Placement Warrants and has been offered the opportunity to ask questions of the Company and received answers thereto, including on the financial information, as Subscriber deemed necessary in connection with its decision to purchase the Subscribed Shares and the Private Placement Warrants. Subscriber has made its own assessment and is satisfied concerning the relevant tax and other economic considerations relevant to its investment in the Subscribed Shares and the Private Placement Warrants. Without limiting the generality of the foregoing, Subscriber acknowledges that Subscriber has reviewed the SEC Reports. Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as Subscriber and such undersigned's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Subscribed Shares and the Private Placement Warrants.

(g) Subscriber became aware of this offering of the Subscribed Shares and the Private Placement Warrants solely by means of direct contact between Subscriber and the Company or by means of contact from Zura or its subsidiaries and/or their respective advisors (including, without limitation, attorneys, accountants, bankers, consultants and financial advisors), agents, control persons, representatives, affiliates, directors, officers, managers, members, and/or employees, and/or the representatives of such persons (such parties referred to collectively as "Representatives"). The Subscribed Shares and the Private Placement Warrants were offered to Subscriber solely by direct contact between Subscriber and the Company, Zura or its subsidiaries and/or their respective Representatives. Subscriber did not become aware of this offering of the Subscribed Shares and the Private Placement Warrants, nor were the Subscribed Shares and Private Placement Warrants offered to Subscriber, by any other means, and none of the Company, Zura or its subsidiaries or their respective Representatives acted as investment advisor, broker or dealer to Subscriber. Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person or entity (including, without limitation, the Company, Zura and/or their respective Representatives), other than the representations and warranties expressly set forth in this Subscription Agreement, in making its investment or decision to invest in the Company. Subscriber acknowledges that the Company represents and warrants that the Subscribed Shares and Private Placement Warrants (i) were not offered by any form of general solicitation or general advertising, including methods described in Section 502(c) of Regulation D under the Securities Act, and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

(h) Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Subscribed Shares and the Private Placement Warrants. Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Subscribed Shares and the Private Placement Warrants, and Subscriber has had an opportunity to seek, and has sought, such accounting, legal, business and tax advice as Subscriber has considered necessary to make an informed investment decision, and has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment. Subscriber acknowledges that it (i) is a sophisticated investor, experienced in investing in business and financial transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, and (ii) has exercised independent judgment in evaluating its purchase of the Subscribed Shares and the Private Placement Warrants. Subscriber acknowledges that its purchase of Subscribed Shares and the Private Placement Warrants (i) is fully consistent with Subscriber's financial needs, objectives and condition, (ii) complies and is fully consistent with all of Subscriber's applicable investment policies, guidelines and other restrictions, (iii) has been duly authorized and approved by all necessary action (corporate or otherwise), and (iv) does not and will not violate or constitute a default under Subscriber's charter, by-laws or other constituent documents or under any law, rule, regulation, agreement or other obligation by which we are bound and are a fit, proper and suitable investment, notwithstanding the substantial risks inherent in investing in or holding the Subscribed Shares or the Private Placement Warrants. Subscriber understands that the purchase and sale of the Subscribed Shares and the Private Placement Warrants, to the extent applicable, hereunder meets (i) the institutional accounts exemptions from filing under FINRA Rule 5123(b)(1)(A), (ii) the institutional customer exemption from filing under FINRA Rule 2111(b), (iii) the qualified institutional buyers exemption from filing under FINRA Rule 5123(b)(1)(C) and (iv) the accredited investors exemption from filing under FINRA Rule 5123(b)(1)(J).

(i) Alone, or together with any professional advisor(s), Subscriber represents and acknowledges that Subscriber has adequately analyzed and fully considered the risks of an investment in the Subscribed Shares and the Private Placement Warrants and determined that the Subscribed Shares and the Private Placement Warrants are a suitable investment for Subscriber and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in the Company. Subscriber acknowledges specifically that a possibility of total loss exists.

(j) Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Subscribed Shares or the Private Placement Warrants or made any findings or determination as to the fairness of this investment.

(k) Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or in any Executive Order issued by the President of the United States and administered by OFAC, or any other list of prohibited or restricted parties promulgated by OFAC, the Department of Commerce, or the Department of State ("Consolidated Sanctions Lists"), or a person or entity prohibited or restricted by any OFAC sanctions program, or a person or entity whose property and interests in property subject to U.S. jurisdiction are otherwise blocked under any U.S. laws, Executive Orders or regulations, (ii) a person or entity listed on the Sectoral Sanctions Identifications ("SSI") List maintained by OFAC or otherwise determined by OFAC to be subject to one or more of the Directives issued under Executive Order 13662 of March 20, 2014, or on any other of the Consolidated Sanctions Lists, (iii) an entity owned, directly or indirectly, individually or in the aggregate, 50 percent or more by, acting on behalf of, or controlled by, one or more persons described in subsections (i) or (ii), (iv) organized, incorporated, established, located, resident or born in, or a citizen, national or the government, including any political subdivision, agency or instrumentality thereof, of, Cuba, Iran, North Korea, Myanmar, Venezuela, Syria, the Crimea region of Ukraine, the so-called People's Republics of Luhansk and Donetsk of Ukraine or any other country or territory embargoed or subject to substantial trade restrictions by the United States, (v) a person or entity named on the U.S. Department of Commerce, Bureau of Industry and Security ("BIS") Denied Persons List, Entity List, or Unverified List ("BIS Lists"), (vi) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (vii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank (collectively, (i) through (vii), a "Restricted Person"). Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that Subscriber is permitted to do so under applicable law. Subscriber represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.), as amended by the USA PATRIOT Act of 2001 and its implementing regulations (collectively, the "BSA/PATRIOT Act"), that Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC and BIS sanctions programs, including for Restricted Persons, and otherwise to ensure compliance with all applicable sanctions and embargo laws, statutes, and regulations. Subscriber further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Subscribed Shares and Private Placement Warrants were legally and were not obtained, directly or indirectly, from a Restricted Person. Subscriber is not a "foreign person," "foreign government," or a "foreign entity," in each case, as defined in Section 721 of the Defense Production Act of 1950, as amended, including, without limitation, all implementing regulations thereof (the "DPA"). Subscriber is not controlled, in whole or in part, by a "foreign person," as defined in the DPA.

(l) Subscriber does not have, as of the date hereof, and during the 30-day period immediately prior to the date hereof Subscriber has not entered into, any "put equivalent position" as such term is defined in Rule 16a-1 under the Exchange Act or short sale positions with respect to the securities of the Company. Notwithstanding the foregoing, in the case of a Subscriber that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of Subscriber's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of Subscriber's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Subscribed Shares and the Private Placement Warrants covered by this Subscription Agreement.

(m) If Subscriber is an employee benefit plan that is subject to Title I of ERISA, a plan, an individual retirement account or other arrangement that is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or an employee benefit plan that is a governmental plan (as defined in Section 3(32) of ERISA), a church plan (as defined in Section 3(33) of ERISA), a non-U.S. plan (as described in Section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code, or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "Plan") subject to the fiduciary or prohibited transaction provisions of ERISA or Section 4975 of the Code or other laws or regulations that are similar to such provisions, then Subscriber represents and warrants that neither the Company, nor any of its respective affiliates (the "Transaction Parties") has acted as the Plan's fiduciary, or has been relied on for advice, with respect to its decision to acquire and hold the Subscribed Shares and Private Placement Warrants, and none of the Transaction Parties shall at any time be relied upon as the Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Subscribed Shares and the Private Placement Warrants.

(n) At the Closing, Subscriber will have sufficient funds to pay the Subscription Amount pursuant to Section 2(b) of this Subscription Agreement.

(o) Subscriber agrees that, notwithstanding Section 9(i) of this Subscription Agreement, the Company and Zura may rely upon the representations and warranties made by Subscriber to the Company in this Subscription Agreement.

(p) No broker, finder or other financial consultant has acted on behalf of Subscriber in connection with this Subscription Agreement or the transactions contemplated hereby in such a way as to create any liability on the Company.

(q) Except for the representations and warranties contained in this Section 4, Subscriber makes no express or implied representation or warranty, and Subscriber hereby disclaims any such representation or warranty with respect to the execution and delivery of this Subscription Agreement and the consummation of the transactions contemplated herein.

5. Registration of Subscribed Shares and Ordinary Shares Issuable Upon Exercise of Private Placement Warrants.

(a) The Company agrees that, within 45 calendar days after the consummation of the Transaction (the "Filing Deadline"), the Company will file with the Commission (at the Company's sole cost and expense) a registration statement (the "Registration Statement") registering the resale of the Subscribed Shares and the Ordinary Shares issuable upon exercise of the Private Placement Warrants, and the Company shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the 60th calendar day (or 120th calendar day if the Commission notifies the Company that it will "review" the Registration Statement) following the Filing Deadline (such date, the "Effectiveness Date"); provided, however, that the Company's obligations to include the Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants in the Registration Statement are contingent upon the undersigned furnishing in writing to the Company such information regarding the undersigned, the securities of the Company held by the undersigned and the intended method of disposition of the Subscribed Shares and the Ordinary Shares issuable upon exercise of the Private Placement Warrants as shall be reasonably requested by the Company to effect the registration of the Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants, and shall execute such documents in connection with such registration as the Company may reasonably request that are customary of a selling shareholder in similar situations. Notwithstanding the foregoing, if the Effectiveness Date falls on a day which is not a Business Day or other day that the Commission is closed for business, the Effectiveness Date shall be extended to the next Business Day on which the Commission is open for business. Further notwithstanding the foregoing, if the Commission prevents the Company from including any or all of the shares proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 of the Securities Act for the resale of the respective Aggregate Subscribed Shares and Ordinary Shares issuable upon exercise of the Aggregate Private Placement Warrants, such Registration Statement shall register for resale such number of Aggregate Subscribed Shares and Ordinary Shares issuable upon exercise of the Aggregate Private Placement Warrants that is equal to the maximum number of Aggregate Subscribed Shares and Ordinary Shares issuable upon exercise of the Aggregate Private Placement Warrants as is permitted by the Commission. In such event, the number of Subscribed Shares, Other Subscribed Shares or Ordinary Shares issuable upon exercise of the Private Placement Warrants and Other Private Placement Warrants to be registered for each selling shareholder named in the Registration Statement shall be reduced pro rata among all such selling shareholders. For purposes of clarification, any failure by the Company to file the Registration Statement by the Filing Deadline or to effect such Registration Statement by the Effectiveness Date shall not otherwise relieve the Company of its obligations to file or effect the Registration Statement set forth in this Section 5.

(b) In the case of the registration, qualification, exemption or compliance effected by the Company pursuant to this Subscription Agreement, the Company shall, upon reasonable request, respond to Subscriber as to the status of such registration, qualification, exemption and compliance. At its expense the Company shall:

(i) except for such times as the Company is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to maintain the continuous effectiveness of the Registration Statement, and cause the Registration Statement to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available or, if not available, that another registration statement is available for the resale of the Subscribed Shares and the Ordinary Shares issuable upon exercise of the Private Placement Warrants, until the earliest of (i) the date on which the Subscribed Shares and the Ordinary Shares issuable upon exercise of the Private Placement Warrants may be resold without volume or manner of sale limitations pursuant to Rule 144 promulgated under the Securities Act, (ii) the date on which such Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants have actually been sold pursuant to Rule 144 or pursuant to the Registration Statement, and (iii) the date which is two years after the Closing.

(ii) advise Subscriber, as expeditiously as possible:

(1) when a Registration Statement or any amendment thereto has been filed with the Commission;

(2) after it shall receive notice or obtain knowledge thereof, of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(3) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Subscribed Shares or Ordinary Shares issuable upon exercise of the Private Placement Warrants included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(4) subject to the provisions in this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, the Company shall not, when so advising Subscriber of such events, provide Subscriber with any material, nonpublic information regarding the Company other than to the extent that providing notice to the Subscriber of the occurrence of the events listed in (1) through (4) above may constitute material, nonpublic information regarding the Company;

(iii) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

(iv) upon the occurrence of any event contemplated in Section 5(b)(ii)(4) above, except for such times as the Company is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, the Company shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(v) cause the Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants to be listed on each securities exchange or market, if any, on which the Ordinary Shares issued by the Company have been listed;

(vi) use its commercially reasonable efforts to allow Subscriber to review disclosure regarding Subscriber in the Registration Statement;

(vii) for as long as Subscriber holds Subscribed Shares or Private Placement Warrants, use commercially reasonable efforts to file all reports for so long as the condition in Rule 144(c)(1) (or Rule 144(i)(2), if applicable) is required to be satisfied, and provide all customary and reasonable cooperation, necessary to enable the undersigned to resell the Subscribed Shares or the Ordinary Shares issuable upon exercise of the Private Placement Warrants, as applicable, pursuant to Rule 144 of the Securities Act (in each case, when Rule 144 of the Securities Act becomes available to Subscriber); and

(viii) otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by Subscriber, consistent with the terms of this Subscription Agreement, in connection with the registration of the Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants.

(c) Notwithstanding anything to the contrary in this Subscription Agreement, the Company shall be entitled to delay or postpone the effectiveness of the Registration Statement, and from time to time to require any Subscriber not to sell under the Registration Statement or to suspend the effectiveness thereof, (x) if (i) it determines that in order for the Registration Statement not to contain a material misstatement or omission, an amendment or supplement thereto would be needed or (ii) the negotiation or consummation of a transaction by the Company or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event, the Company reasonably believes, upon the advice of legal counsel, would require additional disclosure by the Company in the Registration Statement of material information that the Company has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Company, upon the advice of legal counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements and (y) as may be necessary in connection with the preparation and filing of a post-effective amendment to the Registration Statement following the filing of the Company's (including the combined company after giving effect to the Transaction) Annual Report on Form 20-F, or 10-K, as appropriate, for its first completed fiscal year following the Closing (each such circumstance, a "Suspension Event"); provided, however, that the Company may not delay or suspend the Registration Statement on more than three occasions or for more than ninety consecutive calendar days, or more than a total of 120 calendar days, in each case during any twelve-month period. Upon receipt of any written notice from the Company of the happening of any Suspension Event (which notice shall not contain material non-public information) during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus) not misleading, Subscriber agrees that (i) it will immediately discontinue offers and sales of the Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until Subscriber receives copies of a supplemental or amended prospectus (which the Company agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Company that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Company unless otherwise required by law or subpoena. If so directed by the Company, Subscriber will deliver to the Company or, in Subscriber's sole discretion destroy, all copies of the prospectus covering the Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants in Subscriber's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants shall not apply (i) to the extent Subscriber is required to retain a copy of such prospectus (a) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (b) in accordance with a bona fide pre-existing document retention policy or (ii) to copies stored electronically on archival servers as a result of automatic data back-up.

(d) The Company shall, notwithstanding any termination of this Subscription Agreement, indemnify, defend and hold harmless Subscriber (to the extent a seller under the Registration Statement), and its officers, directors and agents, and each person who controls Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any prospectus included in the Registration Statement or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Section 5, except, in each case, to the extent, but only to the extent, that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding Subscriber furnished in writing to the Company by Subscriber expressly for use therein or such Subscriber has omitted a material fact from such information or otherwise violated the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder; provided, however, that the indemnification contained in this Section 5 shall not apply to amounts paid in settlement of any Losses if such settlement is effected by Subscriber without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Company be liable for any Losses to the extent they arise out of or are based upon a violation which occurs (A) in reliance upon and in conformity with written information furnished by a Subscriber, (B) in connection with any failure of Subscriber to deliver or cause to be delivered a prospectus made available to Subscriber by the Company in a timely manner, (C) as a result of offers or sales effected by or on behalf of Subscriber by means of a freewriting prospectus (as defined in Rule 405) that was not authorized by the Company, or (D) in connection with any offers or sales effected by or on behalf of a Subscriber in violation of Section 5(b) of this Subscription Agreement. The Company shall notify such Subscriber promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 5 of which the Company is aware. The indemnity set forth in this Section 5(d) shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants by Subscriber.

(e) If the total number of Ordinary Shares that Subscriber and any other person(s) intend to include in an underwritten offering exceeds the number of Ordinary Shares that can be sold in an underwritten offering without being likely to have an adverse effect on the price, timing or distribution of Ordinary Shares offered or the market for the Ordinary Shares as determined by the managing underwriter of such offering, then the Ordinary Shares to be included in such offering shall include the number of Ordinary Shares that the managing underwriter of the offering advises the Company can be sold without having such adverse effect, with such number to be allocated (i) first, to the Company or other party or parties requesting or initiating such registration or to any other holder of securities of the Company having rights of registration pursuant to an existing registration rights agreement and (ii) second, Subscribers, allocated among Subscribers on the basis of the number of Ordinary Shares proposed to be sold by each applicable member of Subscribers in such underwritten offering (based, for each such participant, described in this clause (ii), on the percentage derived by dividing (x) the number of Ordinary Shares proposed to be sold by such participant in such underwritten offering by (y) the aggregate number of Ordinary Shares proposed to be sold by all such participants) or in such manner as they may agree, and (iii) third, to other holders of Ordinary Shares with registration rights entitling them to participate in such underwritten offering.

(f) Subscriber, severally and not jointly with the Other Subscribers, shall indemnify and hold harmless the Company, its directors, officers, agents, trustees, partners, members, managers, shareholders, affiliates, investment advisors and employees, and each person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or based upon any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading to the extent, but only to the extent, that such untrue statements or omissions are based upon information regarding Subscriber furnished in writing to the Company by Subscriber expressly for use therein; provided, however, that the indemnification contained in this Section 5(f) shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of Subscriber (which consent shall not be unreasonably withheld, conditioned or delayed) nor shall Subscriber be liable for any Losses to the extent they arise out of or are based upon a violation which occurs in reliance upon and in conformity with written information furnished by the Company. In no event shall the liability of any Subscriber be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Subscribed Shares or Ordinary Shares issuable upon exercise of the Private Placement Warrants giving rise to such indemnification obligation. Subscriber shall notify the Company promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 5(f) of which such Subscriber is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Subscribed Shares and Ordinary Shares issuable upon exercise of the Private Placement Warrants by Subscriber.

(g) Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claims, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement), which settlement shall not include a statement or admission of fault and culpability on the part of such indemnified party, and which settlement shall 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.

(h) If the indemnification provided under this Section 5 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Losses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations; provided, however, that the liability of Subscriber shall be limited to the net proceeds received by Subscriber from the sale of Subscribed Shares or Ordinary Shares issuable upon exercise of the Private Placement Warrants giving rise to such indemnification obligation. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by, in the case of an omission) such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the Losses shall be deemed to include, subject to the limitations set forth in this Section 5, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 5(h) from any person or entity who was not guilty of such fraudulent misrepresentation.

(i) Subscriber may deliver written notice (an "Opt-Out Notice") to the Company requesting that Subscriber not receive notices from the Company otherwise required by this Section 5; provided, however, that Subscriber may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Subscriber (unless subsequently revoked), (i) the Company shall not deliver any such notices to Subscriber and Subscriber shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Subscriber's intended use of an effective Registration Statement, Subscriber will notify the Company in writing at least two business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 5(i)) and the related suspension period remains in effect, the Company will so notify Subscriber, within one business day of Subscriber's notification to the Company, by delivering to Subscriber a copy of such previous notice of Suspension Event, and thereafter will provide Subscriber with the related notice of the conclusion of such Suspension Event immediately upon its availability (which notices shall not contain any material, nonpublic information or subject Subscriber to any duty of confidentiality).

(j) Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation, warranty or other information made or provided by any person, firm or corporation, other than the statements, representations and warranties expressly contained in Section 3 of this Subscription Agreement, in making its investment or decision to invest.

(k) For purposes of this Section 5, (i) "Subscriber" shall include any person to whom the rights under this Section 5 shall have been duly assigned, (ii) "Subscribed Shares" shall mean, as of any date of determination, the Subscribed Shares acquired by Subscriber pursuant to this Subscription Agreement and any other equity security issued or issuable with respect to such Subscribed Shares by way of share split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event and (ii) "Private Placement Warrants" shall mean, as of any date of determination, the Private Placement Warrants acquired by Subscriber pursuant to this Subscription Agreement.

6. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earlier to occur of (a) such date and time as the Business Combination Agreement is terminated in accordance with its terms, (b) upon the mutual written agreement of the Company and Subscriber to terminate this Subscription Agreement, or (c) January 16, 2023 (the "Outside Date"); provided, that nothing herein will relieve any party from liability for any willful breach hereof (including, for the avoidance of doubt, a Subscriber's willful breach of Section 2(c) of this Subscription Agreement with respect to its representations, warranties and covenants as of the date of the Closing) prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach. The Company shall notify Subscriber of the termination of the Business Combination Agreement promptly after the termination thereof. For the avoidance of doubt, if any termination hereof occurs after the delivery by Subscriber of the Subscription Amount for the Subscribed Shares and the Private Placement Warrants, the Company shall promptly (but not later than five business days thereafter) return the Subscription Amount to Subscriber by wire transfer of immediately available funds to the account specified by Subscriber without any deduction for or on account of any tax, withholding, charges, or set-off.

7. No Short Sales. Subscriber hereby agrees that, from the date of this Subscription Agreement until the Closing Date (or earlier termination of this Subscription Agreement), neither Subscriber nor any Person acting on behalf of Subscriber or pursuant to any understanding with the Subscriber will engage in any Short Sales (as defined below) with respect to securities of the Company, as applicable. For purposes of this Section 7, "Short Sales" shall mean all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, and all short positions effected through any direct or indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), or sales or other short transactions through non-U.S. broker dealers or foreign regulated brokers. Notwithstanding the foregoing, (i) nothing in this Section 7 shall prohibit other entities under common management with Subscriber that have no knowledge of this Subscription Agreement or of Subscriber's Subscription (including Subscriber's controlled affiliates and/or affiliates) from entering into any Short Sales and (ii) in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no knowledge of the investment decisions made by the portfolio managers or desks managing other portions of such Investor's assets, the limitations set forth in the first sentence of this Section 7 shall only apply with respect to the portion of assets managed by the portfolio managers or desks that made the investment decision to purchase the Subscribed Shares and Private Placement Warrants covered by this Subscription Agreement.

8. Trust Account Waiver. Subscriber hereby acknowledges that the Company has established a trust account (the "Trust Account") containing the proceeds of its initial public offering (the "IPO") and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of the public shareholders of the Company and certain other parties (including the underwriters of the IPO). For and in consideration of the Company entering into this Subscription Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subscriber hereby (i) agrees that it does not now and shall not at any time hereafter have any right, title, interest or claim of any kind in or to any assets held in the Trust Account, and shall not make any claim against the Trust Account, in each case, to the extent such claim arises as a result of, in connection with or relating in any way to this Subscription Agreement or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Released Claims"), (ii) irrevocably waives any Released Claims that it may have against the Trust Account now or in the future as a result of, or arising out of, any negotiations, contracts or agreements with the Company, and (iii) will not seek recourse against the Trust Account for any reason whatsoever; provided however, that nothing in this Section 8 shall be deemed to limit any Subscriber's right to distributions or redemptions from the Trust Account in accordance with the Company's amended and restated memorandum and articles of association in respect of any redemptions by Subscriber of its Class A Shares currently outstanding on the date hereof and acquired by any means other than pursuant to this Subscription Agreement. Subscriber agrees not to seek recourse or make or bring any action, suit, claim or other proceeding against the Trust Account as a result of, or arising out of, this Subscription Agreement, the transactions contemplated hereby, the Subscribed Shares or the Private Placement Warrants regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability. Subscriber acknowledges and agrees that it shall not have any redemption rights with respect to the Subscribed Shares or the Private Placement Warrants pursuant to the Company's organizational documents in connection with the Transaction or any other business combination, any subsequent liquidation of the Trust Account, the Company or otherwise. In the event Subscriber has any claim against the Company as a result of, or arising out of, this Subscription Agreement, the transactions contemplated hereby, the Subscribed Shares or the Private Placement Warrants, it shall pursue such claim solely against the Company and its assets outside the Trust Account and not against the Trust Account or any monies or other assets in the Trust Account.

9. Miscellaneous.

(a) All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by electronic mail, on the date of transmission to such recipient; (iii) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (iv) four Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and, in each case, addressed to the intended recipient at its address specified on the signature page hereof or to such electronic mail address or address as subsequently modified by written notice given in accordance with this Section 9(a).

(b) Subscriber acknowledges that the Company will rely on the acknowledgments, understandings, agreements, representations and warranties made by Subscriber contained in this Subscription Agreement. Prior to the Closing, Subscriber agrees to promptly notify the Company if it becomes aware that any of the acknowledgments, understandings, agreements, representations and warranties of Subscriber set forth herein are no longer accurate in all material respects. The Company acknowledges that Subscriber and others will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement.

(c) Each of the Company and Subscriber is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party as requested or required by law, rule or regulation in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby; provided that, with respect to production by the Company, such party will provide Subscriber with at least three Business Days' prior written notice of such production to the extent legally permissible and subject to Section 9(s).

(d) Regardless of whether the Closing occurs, Subscriber shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

(e) Neither this Subscription Agreement nor any rights that may accrue to Subscriber hereunder (other than the Subscribed Shares and the Private Placement Warrants acquired hereunder, if any) may be transferred or assigned. Neither this Subscription Agreement nor any rights that may accrue to the Company hereunder may be transferred or assigned (provided, that, for the avoidance of doubt, the Company may transfer the Subscription Agreement and its rights hereunder solely in connection with the consummation of the Transaction and exclusively to another entity under the control of, or under common control with, the Company). Notwithstanding the foregoing, Subscriber may assign its rights and obligations under this Subscription Agreement to one or more qualified funds (including other investment funds or accounts managed or advised by the investment manager who acts on behalf of Subscriber) or, with the Company's prior written consent, to another person, provided that no such assignment shall relieve the original Subscriber of its obligations hereunder if any such assignee fails to perform such obligations, unless the Company has given its prior written consent to such relief, and such assignee agrees in writing to be bound by the terms hereof.

(f) [*Reserved.*]

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

(h) The Company may request from Subscriber such additional information as the Company may reasonably determine necessary to evaluate the eligibility of Subscriber to acquire the Subscribed Shares and the Private Placement Warrants, to register the resale of the Subscribed Shares and the Ordinary Shares issuable upon exercise of the Private Placement Warrants or otherwise consummate or evidence the transaction contemplated by this Subscription Agreement, and Subscriber shall provide such information as may be reasonably requested, to the extent readily available and to the extent consistent with its internal policies and procedures provided that Company agrees to keep any such information provided by Subscriber confidential other than as necessary to include in any registration statement the Company is required to file hereunder or in connection herewith. Subscriber acknowledges and agrees that if it does not provide the Company with such requested information, the Company may not be able to register the Subscribed Shares and the Ordinary Shares issuable upon exercise of the Private Placement Warrants for resale pursuant to Section 5 hereof. Subscriber hereby agrees that the Subscription Agreement, as well as the nature of Subscriber's obligations hereunder, may be disclosed in any public announcement or disclosure required by the Commission and in any registration statement, proxy statement, consent solicitation statement or any other Commission filing to be filed by the Company in connection with the issuance of the Subscribed Shares and the Private Placement Warrants contemplated by this Subscription Agreement and/or the Transaction, in each case without Subscriber's prior written consent.

(i) This Subscription Agreement may not be amended, modified, waived or terminated except by an instrument in writing, signed by each of the parties hereto; provided, that this Subscription Agreement may be amended, modified, waived or terminated with the written consent of the Company and the holders then committed to purchase a majority of the Aggregate Subscribed Shares to be purchased at the Closing, including each holder (which includes Subscriber, its affiliates and accounts and funds controlled or managed by Subscriber or its affiliates) then committed to purchase at least $[_____] of the Aggregate Subscribed Shares (or, if after the Closing, the Company and the holders then holding a majority of the then outstanding Aggregate Subscribed Shares. Upon the effectuation of such waiver, modification, amendment or termination in conformance with this Section 9(i), such amendment, modification, waiver or termination shall be binding on Subscriber and effective as to all of this Subscription Agreement. The Company shall promptly give written notice thereof to Subscriber if Subscriber has not previously consented to such amendment, modification, waiver or termination in writing; provided that the failure to give such notice shall not affect the validity of such amendment, modification, waiver or termination. Notwithstanding anything to the contrary herein, (i) any amendment, modification or waiver that has a disproportionate effect on Subscriber (considered apart from any disproportionate effect owing to the aggregate amount of the Subscribed Shares held by such Subscriber), relative to any of the Other Subscribers shall require the consent of Subscriber and (ii) any amendment to Section 5 or Section 6 of this Subscription Agreement shall require the consent of Subscriber.

(j) This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties hereto, with respect to the subject matter hereof, except that any confidentiality agreement with respect to the undersigned or its affiliates shall remain in full force and effect following the amendment, modification, waiver or termination of this Subscription Agreement.

(k) Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns. In addition to, and notwithstanding anything contained herein to the contrary, (i) the Company acknowledges and agrees that Zura is a third-party beneficiary of the acknowledgments, understandings, agreements, covenants, representations and warranties made by the Company contained in this Subscription Agreement, and (ii) the Subscriber acknowledges and agrees that Zura is a third-party beneficiary of the acknowledgments, understandings, agreements, covenants, representations and warranties made by the Subscriber contained in this Subscription Agreement. Each of the parties hereto shall be entitled to seek and obtain equitable relief, without proof of actual damages, including an injunction or injunctions or order for specific performance to prevent breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement to cause Subscriber to fund the Subscription Amount and cause the Closing to occur if the conditions in Section 2 this Subscription Agreement have been satisfied or, to the extent permitted by applicable law, waived by the applicable party entitled to waive any such condition. Each party hereto further agrees that neither the parties hereto nor Zura shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 9(k), and each party hereto irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

(l) If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect. Prior to or at the Closing, Subscriber shall deliver to the Company a duly completed and executed Internal Revenue Service Form W-9 or appropriate Form W-8.

(m) This Subscription Agreement may be executed and delivered in one or more counterparts (including by facsimile or electronic mail or in ..pdf or any other form of electronic delivery (including any electronic signature complying with U.S. federal ESIGN Act of 2000)) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

(n) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto and Zura shall be entitled to seek an injunction or injunctions to prevent breaches or threatened breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled to seek at law, in equity, in contract, in tort or otherwise. The parties hereto further agree not to assert that a remedy of specific enforcement pursuant to this Section 9(n) is unenforceable, invalid, contrary to applicable law or inequitable for any reason and to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate. In addition, the prevailing party in any action to enforce the provisions of this agreement shall be entitled to fees and expenses incurred in connection therewith. The parties acknowledge and agree that this Section 9(n) is an integral part of the transactions contemplated hereby and without that right, the parties hereto would not have entered into this Subscription Agreement.

(o) This Subscription Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the principles of conflicts of laws that would otherwise require the application of the law of any other jurisdiction.

(p) **EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS SUBSCRIPTION AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT.**

(q) The parties agree that all disputes, legal actions, suits and proceedings arising out of or relating to this Subscription Agreement must be brought exclusively in the state courts of New York or in the federal courts located in the state and county of New York (collectively the "Designated Courts"). Each party hereby consents and submits to the exclusive jurisdiction of the Designated Courts. No legal action, suit or proceeding with respect to this Subscription Agreement may be brought in any other forum. Notwithstanding the foregoing, a final judgement in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party hereby irrevocably waives all claims of immunity from jurisdiction and any objection which such party may now or hereafter have to the laying of venue of any suit, action or proceeding in any Designated Court, including any right to object on the basis that any dispute, action, suit or proceeding brought in the Designated Courts has been brought in an improper or inconvenient forum or venue. Each of the parties also agrees that delivery of any process, summons, notice or document to a party hereof in compliance with Section 9(a) of this Subscription Agreement shall be effective service of process for any action, suit or proceeding in a Designated Court with respect to any matters to which the parties have submitted to jurisdiction as set forth above.

(r) This Subscription Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Subscription Agreement, or the negotiation, execution or performance of this Subscription Agreement, 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. No past, present or future director, officer, employee, incorporator, manager, member, partner, shareholder, affiliate, agent, attorney or other representative of any party hereto or of any affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Subscription Agreement or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby.

(s) The Company shall, by 9:00 a.m., Eastern Time, on or before the fourth Business Day immediately following the date of this Subscription Agreement, issue one or more press releases or file with the Commission a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing, to the extent not previously publicly disclosed, all material terms of the transactions contemplated hereby (and by the Other Subscription Agreements), the Transaction and any other material, nonpublic information that the Company has provided to Subscriber at any time prior to the filing of the Disclosure Document. Notwithstanding the foregoing, or anything contained to the contrary in Section 9(c), the Company shall not publicly disclose the name of Subscriber or any affiliate or investment advisor of Subscriber, or include the name of Subscriber or any affiliate or investment advisor of Subscriber in any press release or in any filing with the Commission or any regulatory agency or trading market, without the prior written consent (including by e-mail) of Subscriber, except as required by the federal securities laws, rules or regulations and to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the Commission or regulatory agency or under NYSE regulations, in which case the Company shall provide Subscriber with reasonable prior written notice (including by e-mail) of such permitted disclosure, and shall reasonably consult with Subscriber regarding such disclosure. Subscriber hereby consents to the publication and disclosure in any Form 8-K or Form 6-K filed by the Company with the Commission, in any filing with the Commission made in connection with the Business Combination Agreement and the Transaction, including any proxy statement, prospectus or registration statement related thereto or any other filing with the Commission pursuant to applicable securities laws, of Subscriber's name and identity and the nature of Subscriber's commitments, arrangements and understandings under and relating to this Subscription Agreement and, if deemed required or appropriate by the Company, a copy of this Subscription Agreement. Any such disclosure under the foregoing two sentences shall be made only after the Company as soon as practicable notifies Subscriber of such requirement to disclose (except where prohibited by applicable law, legal process or regulatory request). The Company shall provide a draft of any proposed disclosures under this Section 9(s) to subscriber reasonably in advance of the release of such disclosures, but in no event less than one Business Day prior to release, and shall consider in good faith any revisions to such disclosure proposed by Subscriber. Notwithstanding the foregoing or anything contained to the contrary in Section 9(c), the Company may make disclosures to an auditor or governmental or regulatory authority pursuant to any routine investigation, inspection, examination or inquiry without providing Subscriber with any notification thereof, unless Subscriber is the subject of any such investigation, inspection, examination or inquiry (in which case the preceding sentence shall govern).

(t) The obligations of Subscriber under this Subscription Agreement are several and not joint with the obligations of any Other Subscriber or any other investor under the Other Subscription Agreements, and Subscriber shall not be responsible in any way for the performance of the obligations of any Other Subscriber under this Subscription Agreement or any other investor under the Other Subscription Agreements. The decision of Subscriber to purchase Subscribed Shares and the Private Placement Warrants pursuant to this Subscription Agreement has been made by Subscriber independently of any Other Subscriber or any other investor and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Company or any of its subsidiaries which may have been made or given by any Other Subscriber or investor or by any agent or employee of any Other Subscriber or investor, and neither Subscriber nor any of its agents or employees shall have any liability to any Other Subscriber or investor (or any other person) relating to or arising from any such information, materials, statements or opinions. Nothing contained herein or in any Other Subscription Agreement, and no action taken by Subscriber or investor pursuant hereto or thereto, shall be deemed to constitute Subscriber and other investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that Subscriber and other investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the this Subscription Agreement and the Other Subscription Agreements. Subscriber acknowledges that no Other Subscriber has acted as agent for Subscriber in connection with making its investment hereunder and no Other Subscriber will be acting as agent of Subscriber in connection with monitoring its investment in the Subscribed Shares and the Private Placement Warrants or enforcing its rights under this Subscription Agreement. Subscriber shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Subscription Agreement, and it shall not be necessary for any Other Subscriber or investor to be joined as an additional party in any proceeding for such purpose.

[Signature pages follow.]

IN WITNESS WHEREOF, each of the Company and Subscriber has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date first set forth above.

JATT ACQUISITION CORP

By: _____
Name:Someit Sidhu
Title:Chief Executive Officer

Address for Notices:
PO Box 309, Ugland House,
Grand Cayman, Cayman Islands

SUBSCRIBER:
Signature of Subscriber:

By: _____
Name:
Title:
Date: _____
Name of Subscriber:

_____
(Please print. Please indicate name and capacity of person signing above)

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

Email Address:

_____

Subscriber's EIN:

_____

Jurisdiction of residency: _____

Number of Subscribed Shares subscribed for: _____

Price Per Subscribed Share and Private Placement Warrant: $10.00

Subscription Amount: $_____

You must pay the Subscription Amount by wire transfer of United States dollars in immediately available funds to the account of the Company specified by the Company in the Closing Notice.

EXHIBIT A

Private Placement Warrant Schedule

Signature Page to JATT Acquisition Corp Subscription Agreement

ANNEX A

ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

This Annex A should be completed and signed by Subscriber
and constitutes a part of the Subscription Agreement.

A. QUALIFIED INSTITUTIONAL BUYER STATUS (Please check the box, if applicable)

☐ Subscriber is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act).

B. FINRA INSTITUTIONAL INVESTOR STATUS (Please check the box)

☐ Subscriber is a "institutional investor" (as defined in FINRA Rule 2111).

C. ACCREDITED INVESTOR STATUS (Please check the box)

☐ Subscriber is an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) and has marked and initialed the appropriate box below indicating the provision under which it qualifies as an "accredited investor."

D. NON-U.S. PERSON STATUS (Please check the box)

☐ Subscriber is a non-U.S. person located outside of the United States.

E. AFFILIATE STATUS
(Please check the applicable box)

SUBSCRIBER:
☐ is:
☐ is not:
an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company or acting on behalf of an affiliate of the Company.

Rule 501(a), in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an "accredited investor."

☐ (1) Any bank, registered broker or dealer, insurance company, registered investment company, private business development company, or small business investment company;

☐ (2) Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ (3) Any employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment advisor makes the investment decisions, or if the plan has total assets in excess of $5,000,000;

☐ (4) Any corporation, similar business trust, partnership or any organization described in Section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

☐ (5) Any trust with assets in excess of $5,000,000, not formed to acquire the securities offered, whose purchase is directed by a sophisticated person; or

☐ (6) Any entity, of a type not listed in items (1), (2), (3), (4), or (5) herein, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000; or

☐ (7) Any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940: (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

F. FINRA INSTITUTIONAL ACCOUNT STATUS
(Please check the applicable subparagraphs):

☐ Subscriber is an "institutional account" under FINRA Rule 4512(c).

☐ Subscriber is not an "institutional account" under FINRA Rule 4512(c).

SUBSCRIBER:
Print Name:

By:
Name:
Title:

Exhibit 10.2

SPONSOR SUPPORT AGREEMENT

This SPONSOR SUPPORT AGREEMENT, dated as of June 16, 2022 (this "Agreement"), is entered into by and among the shareholders listed on Exhibit A hereto (each, a "Shareholder"), Zura Bio Limited, a limited company incorporated under the laws of England and Wales (the "Company"), and JATT Acquisition Corp, a Cayman Islands exempted company ("SPAC"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Business Combination Agreement (as defined below).

WHEREAS, SPAC, the Company, JATT Merger Sub, a Cayman Islands exempted company and wholly owned subsidiary of SPAC ("Merger Sub"), JATT Merger Sub 2, a Cayman Islands exempted company and wholly owned subsidiary of SPAC ("Merger Sub 2"), and Zura Bio Holdings Ltd, a Cayman Islands exempted company ("Holdco"), are parties to that certain Business Combination Agreement, dated as of the date hereof, as amended, modified or supplemented from time to time (the "Business Combination Agreement") which provides, among other things, that, upon the terms and subject to the conditions thereof, (i) Merger Sub will be merged with and into Holdco, with Holdco as the surviving company and a wholly owned subsidiary of SPAC, and (ii) immediately following the transaction described in (i), Holdco will be merged with and into Merger Sub 2 (the "Merger"), with Merger Sub 2 surviving the Merger as a direct wholly owned subsidiary of SPAC;

WHEREAS, as of the date hereof, each Shareholder owns the number of shares of common stock, par value $0.0001, of SPAC set forth on Exhibit A (all such shares, or any successor or additional shares of SPAC of which ownership of record or the power to vote is hereafter acquired by the Shareholder prior to the termination of this Agreement being referred to herein as the "Shareholder Shares"); and

WHEREAS, as a condition and inducement to the Company to enter into the Business Combination Agreement, each Shareholder is executing and delivering this Agreement to the Company.

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

1. Voting Agreements. Each Shareholder, in its capacity as a shareholder of SPAC, agrees that, at the SPAC Shareholder Meeting, at any other meeting of SPAC's shareholders related to the transactions contemplated by the Business Combination Agreement (whether annual or special and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof) and in connection with any written consent of SPAC's shareholders related to the transactions contemplated by the Business Combination Agreement (the SPAC Shareholder Meeting and all other meetings or consents related to the Business Combination Agreement, collectively referred to herein as the "Meeting"), such Shareholder shall:

a. when the Meeting is held, appear at the Meeting or otherwise cause the Shareholder Shares to be counted as present thereat for the purpose of establishing a quorum;

b. vote (or execute and return an action by written consent), or cause to be voted at the Meeting (or validly execute and return and cause such consent to be granted with respect to), all of the Shareholder Shares in favor of each of the SPAC Shareholder Voting Matters; and

c. vote (or execute and return an action by written consent), or cause to be voted at the Meeting (or validly execute and return and cause such consent to be granted with respect to), all of the Shareholder Shares against any other action that would reasonably be expected to (x) materially impede, interfere with, delay, postpone or adversely affect the Merger or any of the Transactions, (y) result in a breach of any covenant, representation or warranty or other obligation or agreement of SPAC under the Business Combination Agreement or (z) result in a breach of any covenant, representation or warranty or other obligation or agreement of the Shareholder contained in this Support Agreement.

2. Restrictions on Transfer. The Shareholder agrees that it shall not sell, assign or otherwise transfer any of the Shareholder Shares unless the buyer, assignee or transferee thereof executes a joinder agreement to this Support Agreement in a form reasonably acceptable to the Company. SPAC shall not register any sale, assignment or transfer of the Shareholder Shares on SPAC's transfer (book entry or otherwise) that is not in compliance with this ~~Section 2~~.

3. No Redemption. Each Shareholder hereby agrees that it shall not redeem, or submit a request to SPAC's transfer agent or otherwise exercise any right to redeem, any Shareholder Shares.

4. Shareholder Representations: Each Shareholder represents and warrants to SPAC and the Company, as of the date hereof, that:

a. such Shareholder has never been suspended or expelled from membership in any securities or commodities exchange or association or had a securities or commodities license or registration denied, suspended or revoked;

b. such Shareholder has full right and power, without violating any agreement to which it is bound (including, without limitation, any non-competition or non-solicitation agreement with any employer or former employer), to enter into this Support Agreement;

c. (i) if such Shareholder is not an individual, such Shareholder is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized, and the execution, delivery and performance of this Support Agreement and the consummation of the transactions contemplated hereby are within the such Shareholder's organizational powers and have been duly authorized by all necessary organizational actions on the part of the Shareholder and (ii) if such Shareholder is an individual, the signature on this Support Agreement is genuine, and such Shareholder has legal competence and capacity to execute the same;

d. this Support Agreement has been duly executed and delivered by such Shareholder and, assuming due authorization, execution and delivery by the other parties to this Support Agreement, this Support Agreement constitutes a legally valid and binding obligation of such Shareholder, enforceable against such 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);

e. the execution and delivery of this Support Agreement by such Shareholder does not, and the performance by such Shareholder of its obligations hereunder will not, (i) conflict with or result in a violation of the organizational documents of such Shareholder, or (ii) require any consent or approval from any third party that has not been given or other action that has not been taken by any third party, in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Shareholder of its obligations under this Support Agreement;

f. there are no Proceedings pending against such Shareholder or, to the knowledge of such Shareholder, threatened against such Shareholder, before (or, in the case of threatened Proceedings, 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 Shareholder of such Shareholder's obligations under this Support Agreement;

g. no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with this Support Agreement or any of the respective transactions contemplated hereby, based upon arrangements made by the Shareholder or, to the knowledge of such Shareholder, by SPAC or Merger Sub;

h. such Shareholder has had the opportunity to read the Business Combination Agreement and this Support Agreement and has had the opportunity to consult with such Shareholder's tax and legal advisors;

i. such Shareholder has not entered into, and shall not enter into, any agreement that would prevent such Shareholder from performing any of such Shareholder's obligations hereunder;

j. such Shareholder has good title to the Shareholder Shares opposite such Shareholder's name on ~~Exhibit A~~, free and clear of any Liens other than Permitted Liens, and such Shareholder has the sole power to vote or cause to be voted such Shareholder Shares; and

k. the Shareholder Shares identified in Section 2 of this Support Agreement are the only shares of SPAC Shares owned of record or beneficially owned by the Shareholder as of the date hereof, and none of such Shareholder Shares are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Shareholder Shares that is inconsistent with such Shareholder's obligations pursuant to this Support Agreement.

5. Damages; Remedies. The Shareholder hereby agrees and acknowledges that (a) SPAC and the Company would be irreparably injured in the event of a breach by the Shareholder of its obligations under this Support Agreement, (b) monetary damages may not be an adequate remedy for such breach and (c) the non-breaching party shall be entitled to injunctive relief, in addition to any other remedy that such party may have in law or in equity, in the event of such breach.

6. Entire Agreement; Amendment. This Support Agreement and the other 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, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby. This Support Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

7. Assignment. No party hereto may, except as set forth herein, assign either this Support Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other parties. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Support Agreement shall be binding on the Shareholder, the SPAC and the Company and each of their respective successors, heirs, personal representatives and assigns and permitted transferees.

8. Counterparts. This Support Agreement may be executed in any number of original, electronic 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.

9. Severability. This Support 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 Support 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 Support Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

10. Governing Law; Jurisdiction; Jury Trial Waiver. Section 11.9 of the Business Combination Agreement is incorporated by reference herein to apply with full force to any disputes arising under this Support Agreement.

11. Notice. Any notice, consent or request to be given in connection with any of the terms or provisions of this Support Agreement shall be in writing and shall be sent or given in accordance with the terms of Section 11.3 of the Business Combination Agreement to the applicable party, with respect to the Company and SPAC, at the address set forth in Section 11.3of the Business Combination Agreement, and, with respect to Shareholder, at the address set forth on Exhibit A.

12. Termination. This Support Agreement shall terminate on the earlier of the Closing or the termination of the Business Combination Agreement. No such termination shall relieve the Shareholder or the SPAC from any liability resulting from a breach of this Support Agreement occurring prior to such termination.

13. Adjustment for Stock Split. If, and as often as, there are any changes in the SPAC or the Shareholder Shares by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means, equitable adjustment shall be made to the provisions of this Support Agreement as may be required so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Shareholder, SPAC, the Company, the Shareholder Shares as so changed.

14. Further Actions. Each of the parties hereto agrees to execute and deliver hereafter any further document, agreement or instrument of assignment, transfer or conveyance as may be necessary or desirable to effectuate the purposes hereof and as may be reasonably requested in writing by another party hereto.

15. No Inconsistent Agreements. The Shareholders hereby covenant and agree that they shall not, at any time prior to the termination of this Support Agreement, (a) enter into any voting agreement or voting trust with respect to any Shareholder Shares that is inconsistent with their obligations pursuant to this Support Agreement, (b) grant a proxy or power of attorney with respect to any of the Shareholder Shares that is inconsistent with the Shareholders' obligations pursuant to this Agreement, or (c) enter into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent from satisfying the Shareholders' obligations pursuant to this Agreement.

[remainder of page intentionally left blank]

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

JATT ACQUISITION CORP

By: /s/ Verender Badial
Name: Verender Badial
Title: Chief Financial Officer

ZURA BIO LIMITED

By: /s/ Oliver Levy
Name: Oliver Levy
Title: Director

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

SHAREHOLDERS:

JATT VENTURES, L.P.

By: /s/ Someit Sidhu
Name: Someit Sidhu
Title: Limited Partner

By: /s/ Someit Sidhu
Name: Someit Sidhu, MD
Title: Chairman and Chief Executive Officer

By: /s/ Tauhid Ali
Name: Tauhid Ali, PhD
Title: Chief Operating Officer and Director

By: /s/ Verender S. Badial
Name: Verender S. Badial
Title: Chief Financial Officer

By: /s/ Arnout Ploos van Amstel
Name: Arnout Ploos van Amstel
Title: Director

By: /s/ Javier Cote-Sierra
Name: Javier Cote-Sierra, PhD
Title: Director

By: /s/ Graeme Sloan
Name: Graeme Sloan
Title: Director

Exhibit A
Shareholders

Shareholder	Number of Shares	Address for Notices
JATT Ventures, L.P.	3,255,000	c/o JATT Acquisition Corp, c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Someit Sidhu, MD*	3,255,000	c/o JATT Acquisition Corp, c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Tauhid Ali, PhD	30,000	c/o JATT Acquisition Corp, c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Verender S. Badial	30,000	c/o JATT Acquisition Corp, c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Josh Distler, J.D.	75,000	c/o JATT Acquisition Corp, c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Arnout Ploos van Amstel	20,000	c/o JATT Acquisition Corp, c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Javier Cote-Sierra, PhD	20,000	c/o JATT Acquisition Corp, c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
Graeme Sloan	20,000	c/o JATT Acquisition Corp, c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

*JATT Ventures, L.P. (the "Sponsor") is the record holder of such shares. The general partner of the sponsor is JATT Ventures Ltd; Dr. Someit Sidhu, SPAC's chairman and CEO, is the limited partner of the Sponsor and the director and shareholder of the sponsor's general partner, and as such, has voting and investment discretion with respect to the ordinary shares held of record by the Sponsor and may be deemed to have shared beneficial ownership of the ordinary shares held directly by the Sponsor.

COMPANY SHAREHOLDER SUPPORT AGREEMENT

This Support Agreement (this "Agreement"), dated as of June 16, 2022, is entered into by and among JATT Acquisition Corp, a Cayman Islands exempted company ("Acquiror"), Zura Bio Limited, a limited company incorporated under the laws of England and Wales (the "Company"), and the shareholders of the Company set forth on the signature page hereto (the "Shareholders"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Business Combination Agreement (as defined below).

RECITALS

WHEREAS, Acquiror, the Company, JATT Merger Sub, a Cayman Islands exempted company and wholly owned subsidiary of Acquiror ("Merger Sub"), JATT Merger Sub 2, a Cayman Islands exempted company and wholly owned subsidiary of Acquiror ("Merger Sub 2"), and Zura Bio Holdings Ltd, a Cayman Islands exempted company ("Holdco"), are or will be parties to that certain Business Combination Agreement, dated as of the date hereof, as amended, modified or supplemented from time to time (the "Business Combination Agreement") which provides, among other things, that, upon the terms and subject to the conditions thereof, (i) Merger Sub will be merged with and into Holdco, with Holdco as the surviving company and a wholly owned subsidiary of Acquiror, and (ii) immediately following the transaction described in (i), Holdco will be merged with and into Merger Sub 2 (the "Merger"), with Merger Sub 2 surviving the Merger as a direct wholly owned subsidiary of Acquiror;

WHEREAS, as of the date hereof, each Shareholder owns and is entitled to vote, transfer and dispose of the Company Shares set forth on the signature page of this Agreement (collectively, the "Owned Shares"; the Owned Shares and any additional Company Shares (or any securities convertible into or exercisable or exchangeable for Company Shares) in which each Shareholder acquires record or beneficial ownership after the date hereof, including by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities, the "Covered Shares");

WHEREAS, as a condition and inducement to Acquiror to enter into the Business Combination Agreement, the Shareholders are entering into this Agreement.

AGREEMENT

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

1. Agreement to Vote. Each Shareholder, solely in his, her or its capacity as a shareholder of the Company, prior to the Termination Date (as defined herein), irrevocably and unconditionally agrees that, at any other meeting of the shareholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting, however validly called and including any adjournment or postponement thereof) and in connection with any written consent of shareholders of the Company, the Shareholders shall, and shall cause any other holder of record of any of the Shareholders' Covered Shares to:

(a) when such meeting is held, appear at such meeting or otherwise cause the Shareholders' Covered Shares to be counted as present thereat for the purpose of establishing a quorum;

(b) vote (or execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of the Shareholders' Covered Shares owned as of the record date for such meeting (or the date that any written consent is executed by the relevant Shareholder) in favor of (i) the Merger and the adoption of the Business Combination Agreement and any other matters necessary or reasonably requested by the Company or Acquiror relating thereto, provided, however, that no Shareholder shall be required to vote in favor of or consent to and, and/or execute or otherwise enter into, any contract, understanding or other commitment relating to the Company Capital Restructuring, including the Holdco SSA, to the extent that any such contract, understanding or commitment contains terms and conditions that are not the same in all material respects as the latest proposed terms and conditions for the Company Capital Restructuring, including the Holdco SSA, provided to such Shareholder by the Company or Acquiror prior to the date of this Agreement, and (ii) any proposal to adjourn such meeting at which there is a proposal for shareholders of the Company to adopt the Business Combination Agreement to a later date if there are not sufficient votes to adopt the Business Combination Agreement or if there are not sufficient Company Shares present in person or represented by proxy at such meeting to constitute a quorum; and

(c) vote (or execute and return an action by written consent), or cause to be voted at such meeting, or validly execute and return and cause such consent to be granted with respect to, all of the Shareholders' Covered Shares against any acquisition proposal or any transaction relating thereto, refrain from giving consent to any acquisition proposal or any transaction relating thereto and any other action that would reasonably be expected to materially impede, interfere with, delay, postpone or adversely affect the Company recapitalization, the Merger or any of the other transactions contemplated by the Business Combination Agreement or result in a breach of any covenant, representation or warranty or other obligation or agreement of the Company under the Business Combination Agreement or result in a breach of any covenant, representation or warranty or other obligation or agreement of the Shareholder contained in this Agreement.

2. No Inconsistent Agreements. The Shareholders hereby covenant and agree that they shall not, at any time prior to the Termination Date, (a) enter into any voting agreement or voting trust with respect to any of the Covered Shares that is inconsistent with their obligations pursuant to this Agreement, (b) grant a proxy or power of attorney with respect to any of the Covered Shares that is inconsistent with the Shareholders' obligations pursuant to this Agreement, or (c) enter into any agreement or undertaking that is otherwise inconsistent with, or would reasonably be expected to interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement. Each Shareholder further agrees that it shall not sell, assign or otherwise transfer any of the Covered Shares unless the buyer, assignee or transferee thereof executes a joinder agreement to this Agreement in a form reasonably acceptable to the Acquiror. The Company shall not register any sale, assignment or transfer of the Covered Shares on the Company's transfer (book entry or otherwise) that is not in compliance with this Section 3.

3. Termination. This Agreement shall terminate on the earlier of the Closing or the termination of the Business Combination Agreement ("Termination Date"). Upon termination of this Agreement, neither party shall have any further obligation or liability under this Agreement, provided, however no such termination shall relieve the Shareholders or the Company from any liability resulting from a breach of this Agreement occurring prior to the Termination Date.

4. Representations and Warranties of the Shareholders. Each Shareholder hereby represents and warrants to the other parties hereto, solely as to itself as follows:

(a) The Shareholder is the only record owner of, and has good, valid and marketable title to, the Covered Shares it owns, free and clear of Liens other than as created by this Agreement or the Governing Documents of the Company (including, for the purposes hereof, any agreements between or among shareholders of the Company), or applicable Laws.

(b) The Shareholder, except as provided in this Agreement or as may be provided in any agreements between or among the Company and the shareholders of the Company, 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 its Covered Shares.

(c) The Shareholder, if it is not an individual, affirms that (i) it 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) if such Shareholder is an individual, it affirms that the signature on this Agreement is genuine, and such Shareholder has legal competence and capacity to execute the same,

(d) The Shareholder 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 the Shareholder and, assuming due authorization and execution by each other party hereto, constitutes a valid and binding agreement of the Shareholder enforceable against the Shareholder 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.

(e) The execution, delivery and performance of this Agreement by the Shareholder does not, and the consummation of the transactions contemplated hereby or the Merger and the other transactions contemplated by the Business Combination Agreement will not, (i) conflict with, constitute or result in a breach or violation of, or a default under, the Governing Documents of the Shareholder, or (ii) require any consent or approval from any third party that has not been given or other action that has not been taken by any third party, in each case, to the extent that the absence of such consent, approval or other action would prevent, enjoin or materially delay the timely performance by such Shareholder of its obligations under this Agreement.

(f) As of the date of this Agreement there is no Proceeding pending against the Shareholder or, to the knowledge of the relevant Shareholder, threatened against the Shareholder that questions the beneficial or record ownership of the Shareholder's Owned Shares or the validity of this Agreement or would reasonably be expected to prevent or materially delay, impair or adversely affect the performance by the Shareholder of its obligations under this Agreement.

(g) 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 Acquiror or the Company is or will be liable in connection with the transactions contemplated hereby based upon arrangements made by the Shareholder in its capacity as a Shareholder of the Company.

(h) Each Shareholder has had the opportunity to read the Business Combination Agreement and this Agreement and has had the opportunity to consult with such Shareholder's tax and legal advisors.

5. Appraisal and Dissenters' Rights. The Shareholders hereby waive, and agree not to assert or perfect, any rights of appraisal or rights to dissent from the Merger or any other transaction contemplated by the Business Combination Agreement that the Shareholders may have by virtue of ownership of the Covered Shares.

6. Damages; Remedies. Each Shareholder hereby agrees and acknowledges that (a) Acquiror and the Company would be irreparably injured in the event of a breach by such Shareholder of its obligations under this Agreement, (b) monetary damages may not be an adequate remedy for such breach, and (c) the non-breaching party shall be entitled to injunctive relief, in addition to any other remedy that such party may have in law or in equity, in the event of such breach.

7. Further Assurances. From time to time, at Acquiror's request and without further consideration, each Shareholder shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or reasonably requested to effect the actions and consummate the transactions contemplated by this Agreement.

8. Changes in Capital Stock. In the event of a stock split, stock dividend or distribution, or any change in the Company's capital stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, or by any other means, the terms "Owned Shares" and "Covered Shares" shall be deemed to refer to and include such shares as well as all such stock 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. In such event, equitable adjustments shall be made to the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Acquiror, the Shareholders and the Company.

9. Amendment and Modification; Waiver. This Agreement may not be amended, modified, supplemented or waived in any manner, whether by course of conduct or otherwise except by an instrument in writing signed by Acquiror, the Shareholders and the Company.

10. Notices. Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent or given in accordance with the terms of Section 11.3 of the Business Combination Agreement to the applicable party, with respect to the Company at the address set forth in Section 11.3 of the Business Combination Agreement, and, with respect to the Shareholders, at the addresses set forth on Exhibit A.

11. Entire Agreement. This Agreement and the Business Combination Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

12. No Third-Party Beneficiaries. Each Shareholder's representations, warranties and covenants set forth herein are solely for the benefit of Acquiror 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 Action 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.

13. Governing Law and Venue; Service of Process; Waiver of Jury Trial. Section 11.9 of the Business Combination Agreement is incorporated by reference herein to apply with full force to any disputes arising under this Agreement.

14. Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto in whole or in part (whether by operation of law or otherwise) without the prior written consent of the other party, and any such assignment without such consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors, permitted assigns and transferees and legal representatives.

15. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that each party need not sign the same counterpart. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Signatures delivered electronically or by facsimile shall be deemed to be original signatures.

16. Foreign Corrupt Practices Act. Acquiror hereby represents as of the date of this Agreement and as of the Closing Date that (a) neither Acquiror nor any of its Affiliates or their respective directors, officers, managers, employees, independent contractors, representatives or agents (collectively, "Representatives") have, directly or indirectly, made, offered, promised, or authorized any payment to, or otherwise contributed any item of value to, any non-U.S. government official, in each case, in violation of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA") or any other applicable anti-bribery or anti-corruption law; (b) neither Acquiror and any of its Affiliates or their Representatives have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation, and (c) Acquiror has maintained, and has caused each of its Subsidiaries and Affiliates to maintain, systems or internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) and written policies to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption law.

17. Compliance with Sanctions Laws. Acquiror and the Company hereby represent as of the date of this Agreement and as of the Closing Date, that (a) none of Acquiror, the Company, or any of their Subsidiaries or Representatives have violated any applicable Laws and Orders relating to economic or trade sanctions administered or enforced by the United States (including by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"), the U.S. Department of State, and the U.S. Department of Commerce), Canada, the United Kingdom, the United Nations Security Council, the European Union, or any other relevant Governmental Entity ("Sanctions Laws"); (b) none of the Acquiror, the Company or any of their Affiliates or Representatives are currently (i) identified on any specially designated nationals or other blocked person list or otherwise currently subject to any U.S. sanctions administered by OFAC, the U.S. Department of State, or other applicable Governmental Entity; (ii) organized, resident, or located in, or a national of a comprehensively sanctioned county; or (iii) owned or otherwise controlled, by a person identified in (i) or (ii); and (c) Acquiror and the Company have not, directly or indirectly, used any funds, or loaned, contributed or otherwise made available such funds to any Subsidiary, joint venture partner or other Person, in connection with any sales or operations in any other country sanctioned by OFAC or for the purpose of financing the activities of any Person currently subject to, or otherwise in violation of, any U.S. sanctions administered by OFAC or the U.S. Department of State. Acquiror and the Company further represent as of the date of this Agreement and as of the Closing Date, that neither Acquiror nor the Company have submitted any disclosures or received any written notice that it is subject to any civil or criminal investigation, audit or other inquiry involving or otherwise relating to any alleged or actual violation of Sanctions Laws.

18. Expenses. All reasonable and documented out-of-pocket costs and expenses incurred by each Shareholder in connection with the negotiation, preparation and execution of this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby, including costs, fees and expenses of such Shareholder's attorneys, accountants and other advisors, shall constitute Company Transaction Expenses (as defined in the Business Combination Agreement) and shall be paid in accordance with the Business Combination Agreement.

19. Amended and Restated Registration Rights Agreement. Upon, and subject to, the consummation of the transactions contemplated by the Business Combination Agreement, each of the Shareholders and Acquiror shall deliver duly executed counterparts to the Amended and Restated Registration Rights Agreement in the form attached as Exhibit A to the Business Combination Agreement to be effective as of the Closing.

20. Nonsurvival of Representations and Warranties. The representations and warranties contained in this Agreement shall not survive the Closing.

21. Capacity as a Shareholder. Notwithstanding anything herein to the contrary, each Shareholder signs this Agreement solely in its capacity as a shareholder of the Company, and not in any other capacity and this Agreement shall not limit or otherwise affect the actions of the Shareholder or any Affiliate, employee or designee of the Shareholder or any of their respective Affiliates in his or her capacity, if applicable, as an officer or director of the Company or any other Person.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized persons thereunto duly authorized) as of the date first written above.

JATT ACQUISITION CORP

By: /s/ Verender S. Badial
Name: Verender S. Badial
Title: Chief Financial Officer

[Signature Page to Company Shareholder Support Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized persons thereunto duly authorized) as of the date first written above.

ZURA BIO LIMITED

By: /s/ Oliver Levy
Name: Oliver Levy
Title: Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized persons thereunto duly authorized) as of the date first written above.

HANA IMMUNOTHERAPEUTICS LLC

By: /s/ Chris Kim
Name: Chris Kim
Title: CEO
Subject Shares: 100,000 Series A-1 Shares

_____

HANA IMMUNOTHERAPEUTICS LLC

By: /s/ Chris Kim
Name: Chris Kim
Title: CEO
Subject Shares:
_____Ordinary Shares

[Signature Page to Company Shareholder Support Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized persons thereunto duly authorized) as of the date first written above.

PFIZER INC.

By: /s/ Deborah J. Baron
Name: Deborah J. Baron
Title: SVP, Worldwide Business
Subject Shares: 25,000 Series A-1 Shares

[Signature Page to Company Shareholder Support Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized persons thereunto duly authorized) as of the date first written above.

OLIVER LEVY

By: /s/ Oliver Levy

Title: Director
Subject Shares:
_____Ordinary Shares

[Signature Page to Company Shareholder Support Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized persons thereunto duly authorized) as of the date first written above.

DAVID BRADY

By: /s/ David Brady

Title: Director
Subject Shares:
_____Ordinary Shares

[Signature Page to Company Shareholder Support Agreement]

Exhibit A

Shareholders

Shareholder	Number of Ordinary Shares	Number of Shares	Notice Details
Hana Immunotherapeutics LLC	1	100,000	chris.kim@hanaimmunotx.com
Pfizer Inc.	0	25,000	Email address: rana.al-hallaq@pfizer.com Correspondence address: For the attention of Rana Al-Hallaq, Pfizer Inc., 235 East 42nd Street, New York, NY 10017 *With a copy (which shall not constitute notice) to:* Email address: Brandon.Miller@pfizer.com Correspondence address: For the attention of Brandon Miller, Pfizer Inc., 235 East 42nd Street, New York, NY 10017
Oliver Levy	3,200	0	oliver.levy@zurabio.com
David Brady	347	0	david.brady@zurabio.com

Exhibit 10.4

SPONSOR FORFEITURE AGREEMENT

This Sponsor Forfeiture Agreement (this "Agreement") is entered into as of June 16, 2022, by and among JATT Ventures, L.P., a Cayman Islands exempted company (the "Sponsor"), JATT Acquisition Corp, a Cayman Islands exempted company ("SPAC") and Zura Bio Limited, a limited company incorporated under the laws of England and Wales (the "Company). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Business Combination Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Sponsor currently holds 5,910,000 private placement warrants of SPAC, which were purchased in a private placement simultaneously with the consummation of SPAC's initial public offering, each of which entitles the holder thereof to purchase one share of SPAC Class A Shares at an exercise price of $11.50 (the "Private Placement Warrants");

WHEREAS, on June 16, 2022, SPAC, JATT Merger Sub., a Cayman Islands exempted company and a direct, wholly-owned subsidiary of SPAC, JATT Merger Sub 2., a Cayman Islands exempted company and a direct, wholly-owned subsidiary of SPAC, Zura Bio Holdings Ltd., and the Company entered into that certain Business Combination Agreement (the "Business Combination Agreement"); and

WHEREAS, the Sponsor, SPAC and the Company are entering into this Agreement as a material inducement for the Company to consummate the transactions contemplated by the Business Combination Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Immediately prior to the Closing and after giving effect to the redemption of SPAC Shares, Sponsor hereby agrees that is shall automatically forfeit and transfer the applicable number of Private Placement Warrants set forth on Exhibit A attached hereto (the "Forfeited Warrants"). All Forfeited Warrants shall be transferred on the books and record of the Company from Sponsor to FPA Investors and PIPE Investors on a pro rata basis in accordance with such FPA Investors and PIPE Investors' proportionate share of the total of the PIPE Investment Amount and the aggregate purchase price under the Forward Purchase Agreement.

2. The Sponsor hereby represents and warrants to the Company that the Sponsor owns, and holds of record, all of the Private Placement Warrants, free and clear of all Liens and other obligations in respect of the Private Placement Warrants, other than those imposed under the Sponsor or the SPAC's Organizational Documents.

3. No party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of each of the other parties hereto. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Agreement shall be binding on the Sponsor, SPAC, the Company, and their respective legal representatives, successors and assigns.

4. Sponsor hereby represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction in which it is incorporated, formed, organized or constituted, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within Sponsor's corporate and organizational powers and have been duly authorized by all necessary corporate and organizational actions on the part of Sponsor. This Agreement has been duly executed and delivered by Sponsor and, assuming due authorization, execution and delivery by the other parties to this Agreement, this Agreement constitutes a legally valid and binding obligation of Sponsor, enforceable against Sponsor in accordance with the terms hereof.

5. Any notice, consent, or request to be given in connection with any of the terms or provisions of this Agreement 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 delivered, if delivered by email, with confirmation of transmission; 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 the Sponsor or SPAC:

JATT Ventures, L.P.
c/o JATT Acquisitions Corp. PO Box 309, Ugland House, Grand Cayman, Cayman Islands E9 KY1-1104
Attention: Verender Badial
E-mail: verender.badial@jattacquisition.com

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

Loeb & Loeb LLP
345 Park Avenue
New York, NY 10154
Attention: Ronelle Porter, Esq.
Email: rporter@loeb.com

If to the Company:
Zura Bio Limited
3rd Floor 1 Ashley Road Altrincham WA14 2DT
Attention: Oliver Levy
Email: oliver.levy@zurabio.com

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

McDermott Will & Emery LLP
One Vanderbilt Ave., New York, NY 10017-3852
Attention: Ari Edelman
Email: aedelman@mwe.com

6. This Agreement shall immediately terminate, without any further action by the parties hereto, at such time, if at all, that the Business Combination Agreement is terminated in accordance with its terms.

7. Section 11.1 (*Amendment and Waiver*), Section 11.5 (*Severability*), Section 11.7 (*Entire Agreement*), Section 11.8 (*Counterparts; Electronic Delivery*), and Section 11.9 (*Governing Law; Waiver of Jury Trial; Jurisdiction*) of the Business Combination Agreement are hereby incorporated into this Agreement, *mutatis mutandis*, as though set out in their entirety in this paragraph 7.

[*Signature pages to follow*]

In Witness Whereof, this Agreement has been duly executed and delivered by each Party as of the date first above written.

SPONSOR:

JATT Ventures, L.P.
By: JATT Ventures, Ltd., its general partner
By: /s/ Someit Sidhu
Name: Someit Sidhu
Title: Limited Partner

SPAC:

JATT Acquisition Corp

By: /s/ Verender Badial
Name: Verender Badial
Title: Chief Financial Officer

COMPANY:

Zura Bio Limited

By: /s/ Oliver Levy
Name: Oliver Levy
Title: Director

EXHIBIT A

Based upon the amount of public shareholder redemptions at the closing of the business combination, the Sponsor, JATT Ventures, L.P., has agreed to forfeit up to 4,137,000 private placement warrants purchased at the closing of SPAC's initial public offering on July 13, 2021. The forfeited private placement warrants will be transferred and issued to the PIPE Investors and FPA Investors, based upon the redemption and forfeiture schedule set forth below.

ASSUMPTIONS - Forfeit of Private Placement Warrants (PPW)

Total PPW SPAC Sponsor ($millions)	5.91
PIPE and FPA ($mm)	50.00
PIPE and FPA ($/share)	10.00
PIPE and FPA #Shares (millions)	5.00
PIPE #Shares of FPA committed (millions)	3.00
PIPE #Shares of New PIPE Subscriber (millions)	2.00

Public Shareholder Redemptions Up to	Forfeit PPW %	Sponsor Forfeit (1) PPW (millions]	FOR TOTAL $20 million SUBSCRIBED AMOUNT New PIPE Subscriber Pro-rata Share of PPWs (mil) 40%	FOR TOTAL $30 million FORWARD PURCHASE (1) Agreement (Athanor) Pro-rata Share of PPWs (mil) 60%
65%	0%	-	-	-
66%	4%	0.21	0.08	0.12
67%	7%	0.41	0.17	0.25
68%	11%	0.62	0.25	0.37
69%	14%	0.83	0.33	0.50
70%	18%	1.03	0.41	0.62
71%	21%	1.24	0.50	0.74
72%	25%	1.45	0.58	0.87
73%	28%	1.65	0.66	0.99
74%	32%	1.86	0.74	1.12
75%	35%	2.07	0.83	1.24
76%	39%	2.28	0.91	1.37
77%	42%	2.48	0.99	1.49
78%	46%	2.69	1.08	1.61
79%	49%	2.90	1.16	1.74
80%	53%	3.10	1.24	1.86
81%	56%	3.31	1.32	1.99
82%	60%	3.52	1.41	2.11
83%	63%	3.72	1.49	2.23
84%	67%	3.93	1.57	2.36
85%	70%	4.14	1.65	2.48
90%	70%	4.14	1.65	2.48
95%	70%	4.14	1.65	2.48
100%	70%	4.14	1.65	2.48

(2) Represents the Forward Purchase Agreement for $30 million entered into by Athanor Capital LP entities in Janaury 2022.

Exhibit 10.5

LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this "Agreement") is dated as of June 16, 2022 by and between the undersigned (the "Holder") and JATT Acquisition Corp, a Cayman Islands exempted company ("SPAC").

A. SPAC, JATT Merger Sub, a Cayman Islands exempted company and wholly-owned subsidiary of SPAC, JATT Merger Sub 2, a Cayman Islands exempted company and wholly-owned subsidiary of SPAC, Zura Bio Limited, a limited company incorporated under the laws of England and Wales (the "Company") and Zura Bio Holdings Ltd, a Cayman Islands exempted company ("Holdco"), entered into a Business Combination Agreement dated as of June 16, 2022 (the "Business Combination Agreement"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Business Combination Agreement.

B. Pursuant to the Business Combination Agreement, SPAC will indirectly own 100% of the issued and outstanding stock of the Company.

C. The Holder is either: (i) the record and/or beneficial owner of certain shares of the Company, which will be exchanged for SPAC Shares pursuant to the Business Combination Agreement (such Holder, a "Company Holder"); or (ii) a holder of SPAC Shares immediately prior to and after the Closing which were not acquired in the open market (such Holder, a "SPAC Holder"); or (iii) a holder of options which may be exchanged for Company Shares, to the extent that (y) such options are converted into options for SPAC Shares and (z) such options are then exercised during the Lock-Up Period (as defined below) (such Holder, a "Company Option Holder").

D. As a condition of, and as a material inducement for SPAC to enter into and consummate the transactions contemplated by the Business Combination Agreement, the Holder has agreed to execute and deliver this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Lock-Up.

(a) During the Lock-up Period (as defined below), the Holder agrees that it, he or she will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any of the applicable Lock-up Shares (as defined below), enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-up Shares or otherwise, publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, or engage in any Short Sales (as defined below) with respect to the Lock-up Shares.

(b) For purposes hereof, "Short Sales" include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-US broker dealers or foreign regulated brokers.

(c) The Lock-up Shares shall be subject to the restrictions set forth herein follows:

(i) One-third of the Lock-up Shares shall be restricted until the First Lock-up Date, one-third of the Lock-up Shares shall be restricted until the Second Lock-up Date, and one-third of the Lock-up Shares shall be restricted until the Third Lock-up Date; provided, that each portion of the Lock-up Shares will be freely tradable on the earlier of the date on which the closing price of the SPAC Shares equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period on a VWAP (as defined below) basis during the relevant Lock-up Period, or on the date on which SPAC consummates a liquidation, merger, capital stock exchange, reorganization, or other similar transaction that results in all of SPAC's stockholders having the right to exchange their SPAC Shares for cash, securities or other property. For purposes of this Agreement, "VWAP" means, for any date, the daily volume weighted average price of the SPAC Shares for such date (or the nearest preceding date) on the trading market on which the SPAC Shares are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:00 p.m. (New York City time)).

(ii) The term "First Lock-up Date" means the date that is six (6) months after the Closing Date (as defined in the Business Combination Agreement). The term "Second Lock-up Date" means the date that is twelve months (12) months after the Closing Date. The term "Third Lock-up Date" means the date that is twenty-four (24) months after the Closing Date. The term "Lock-up Period" means the period ending on the First Lock-up Date, Second Lock-up Date, or Third Lock-up Date, as applicable.

(iii) For the avoidance of any doubt, (i) the Holder shall retain all of its rights as a stockholder of SPAC during the Lock-Up Period, including the right to vote, and to receive any dividends and distributions in respect of, any Lock-up Shares, and (ii) the restrictions contained in this Section 1 shall not apply to any other SPAC Shares acquired by any Holder in any public or private capital raising transactions of SPAC or otherwise with respect to any SPAC Common Stock (or other securities of SPAC) other than the Lock-up Shares.

2. Beneficial Ownership. Each Company Holder and Company Option Holder hereby represents and warrants that it does not beneficially own, directly or through its nominees (as determined in accordance with Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder), any SPAC Shares, or any economic interest in or derivative of such shares, other than those SPAC Shares issued pursuant to the Business Combination Agreement. Each SPAC Holder hereby represents and warrants that it does not beneficially own, directly or through its nominees (as determined in accordance with Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder), any SPAC Shares, or any economic interest in or derivative of such shares, other than those SPAC Shares the SPAC Holder owned immediately prior to and after the Closing and which were not purchased in the open market. For purposes of this Agreement, any SPAC Shares (i) received by each Company Holder or Company Option Holder pursuant to the Business Combination Agreement (including any securities convertible into, or exchangeable for, or representing the rights to receive SPAC Shares, if any, acquired during the Lock-up Period); or (ii) held by each SPAC Holder immediately prior to and after the Closing (including any Class B shares held by any SPAC Holder) which were not purchased in the open market, are collectively referred to as the "Lock-up Shares," provided, however, that such Lock-up Shares shall not include SPAC Shares acquired by such Holder in open market transactions during the Lock-up Period.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer Lock-Up Shares in connection with (a) transfers or distributions to the Holder's officers or directors or any current or future direct or indirect affiliates (within the meaning of Rule 405 under the Securities Act of 1933, as amended), or to any equityholder (including any shareholder, member or partner) of the Holder, or to the estates of any of the foregoing; (b) transfers by bona fide gift to a member of the Holder's immediate family or to a trust or estate planning vehicle, the beneficiary of which is the Holder or a member of the Holder's immediate family; (c) by virtue of the laws of descent and distribution upon death of the Holder; (d) pursuant to a qualified domestic relations order, (e) transfers to the SPAC's officers, directors or their affiliates, (f) pledges of Lock-up Shares as security or collateral in connection with a borrowing or the incurrence of any indebtedness by the Holder, (g) transfers pursuant to a bona fide third-party tender offer, merger, stock sale, recapitalization, consolidation or other transaction involving a change of control of SPAC; provided, however, that in the event that such tender offer, merger, recapitalization, consolidation or other such transaction is not completed, the Lock-Up Shares subject to this Agreement shall remain subject to this Agreement, (h) the establishment of a trading plan pursuant to Rule 10b5-1 promulgated under the Exchange Act, provided that the Holder shall not effect or cause to be effected, any public filing, report or other public announcement regarding the establishment of the trading plan except as required by applicable law; provided further, however, that such plan does not provide for the transfer of Lock-up Shares during the Lock-Up Period, (i) transfers to satisfy tax withholding obligations in connection with the exercise of options to purchase SPAC Shares or the vesting of stock-based awards; (j) transfers in payment on a "net exercise" or "cashless" basis of the exercise or purchase price with respect to the exercise of options to purchase SPAC Shares; and (k) transactions to satisfy any U.S. federal, state, or local income tax obligations of the Holder (or its direct or indirect owners) arising from a change in the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or the U.S. Treasury Regulations promulgated thereunder (the "Regulations") after the date on which the Business Combination Agreement was executed by the parties, and such change prevents the transactions contemplated by the Business Combination Agreement from qualifying as a "reorganization" pursuant to Section 368 of the Code (and the transactions contemplated by the Business Combination Agreement do not qualify for similar tax-free treatment pursuant to any successor or other provision of the Code or Regulations taking into account such changes), in each case, solely to the extent necessary to cover any tax liability as a result of the transactions; provided, however, that, in the case of any transfer pursuant to the foregoing (a) through (e) clauses, it shall be a condition to any such transfer that the transferee/donee agrees to be bound by the terms of this Agreement (including, without limitation, the restrictions set forth in the preceding sentence) to the same extent as if the transferee/donee were a party hereto.

3. Representations and Warranties. Each of the parties hereto, by their respective execution and delivery of this Agreement, hereby represents and warrants to the other that (a) such party has the full right, capacity and authority to enter into, deliver and perform its respective obligations under this Agreement, (b) this Agreement has been duly executed and delivered by such party and is a binding and enforceable obligation of such party and, enforceable against such party in accordance with the terms of this Agreement, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and by general equitable principles, and (c) the execution, delivery and performance of such party's obligations under this Agreement will not conflict with or breach the terms of any other agreement, contract, commitment or understanding to which such party is a party or to which the assets or securities of such party are bound. The Holder has independently evaluated the merits of his/her/its decision to enter into and deliver this Agreement, and such Holder confirms that he/she/it has not relied on the advice of Company, Company's legal counsel, or any other person.

4. No Additional Fees/Payment. Other than the consideration specifically referenced herein, the parties hereto agree that no fee, payment or additional consideration in any form has been or will be paid to the Holder in connection with this Agreement.

5. Termination. This Agreement shall be binding upon Holder upon Holder's execution and delivery of this Agreement, but this Agreement shall only become effective upon the Closing. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate (i) by written agreement of the parties hereto terminating this Agreement, or (b) in the event that Business Combination Agreement is terminated in accordance with its terms prior to the Closing. Upon termination of this Agreement, all rights and obligations of the parties hereunder shall automatically terminate and be of no further force or effect. The representations and warranties contained in this Agreement shall not survive the Closing or the termination of this Agreement.

6. Notices. Any notices required or permitted to be sent hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (a) if by hand or recognized courier service, by 4:00 p.m. on a Business Day, addressee's day and time, on the date of delivery, and otherwise on the first Business Day after such delivery; (b) if by email, on the date that transmission is confirmed electronically, if by 4:00 p.m. on a Business Day, addressee's day and time, and otherwise on the first Business Day after the date of such confirmation; or (c) five days after mailing by certified or registered mail, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

(a) If to Company, to:
Zura Bio Limited
Address: 3rd Floor 1 Ashley Road Altrincham WA14 2DT
Attention: Oliver Levy
E-mail: notices@zurabio.com

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

McDermott Will & Emery LLP
Address: One Vanderbilt Ave., New York, NY 10017-3852
Attention: Ari Edelman
E-mail: aedelman@mwe.com

(b) If to the Holder, to the address set forth on the Holder's signature page hereto, with a copy, which shall not constitute notice, to:

_____
_____
_____
Email:

(c) If to SPAC, to:

JATT Acquisition Corp
PO Box 309, Ugland House,
Grand Cayman, Cayman Islands
Attention: Verender Badial
E-mail: verender.badial@jattacquisition.com

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

Loeb & Loeb LLP
345 Park Avenue
New York, NY 10154
Attention: Mitchell Nussbaum
E-mail: mnussbaum@loeb.com

or to such other address(es) as any party may have furnished to the others in writing in accordance herewith.

7. Enumeration and Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

8. Counterparts. This Agreement may be executed by facsimile, email or other electronic transmission and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

9. Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto. The Holder hereby acknowledges and agrees that this Agreement is entered into for the benefit of and is enforceable by Company and its successors and assigns.

10. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision will be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

11. Amendment. This Agreement may be amended or modified by written agreement executed by each of the parties hereto.

12. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

13. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

14. Dispute Resolution. Section 11.9 of the Business Combination Agreement is incorporated by reference herein to apply with full force to any disputes arising under this Agreement.

15. Governing Law. Section 11.9 of the Business Combination Agreement is incorporated by reference herein to apply with full force to any disputes arising under this Agreement.

16. Controlling Agreement. To the extent the terms of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) directly conflicts with a provisions in the Business Combination Agreement, the terms of this Agreement shall control.

17. Other Agreements. SPAC represents and warrants to Holder that this Agreement is in substantially the same form and substance (including with respect to the types and percentage of holdings of securities subject to this Agreement, the time periods for the transfer restrictions, and carve-outs from the transfer restrictions, which shall in each case be identical) as all other agreements to be in connection with any other agreement by and between any other holder of shares of the Company and SPAC related to restrictions on transfer similar to those set forth in this Agreement, except for the Letter Agreement (the "Other Lock-Up Agreements"), and each of SPAC and the Company hereby agrees that it will not change, amend or modify any of the terms of the Other Lock-Up Agreements in a manner beneficial to any other holder of securities of the Company without similarly changing, amending or modifying such terms of this Agreement.

18. Pro-Rata Release. If, prior to the expiration of the Lock-Up Period set forth in this Agreement, the restrictions on transfer in any Other Lock-Up Agreement are waived, terminated or suspended, in whole or in part, permanently or for a limited period of time, then this Agreement shall be deemed to be automatically modified without any further action so that the restrictions on transfer set forth in this Agreement are also waived, terminated or suspended on the same terms and for the same percentage of Lock-up Shares of the Holder. SPAC and the Company shall, upon any such automatic modification of this Agreement, notify the Holder of such modification in writing as promptly as reasonably practicable and in any event at least 12 hours prior to the open of trading markets on the date such waiver, termination or suspension is to take effect.

19. Entire Agreement. For those parties to the Letter Agreement, dated July 13, 2021, by and among SPAC, JATT Ventures, L.P. and JATT officers and directors at the time of JATT's initial public offering (the "Letter Agreement"), which are also parties to this Agreement, the lock-up provisions in this Agreement shall supersede the lock-up provisions in the Letter Agreement, including, for avoidance of doubt, Section 5 of the Letter Agreement. Such provisions of the Letter Agreement shall be of no further force or effect as to such parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Lock-up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

JATT ACQUISITION CORP

By: /s/Verender S. Badial
Name: Verender S. Badial
Title: CFO

HOLDER:

JATT Ventures LP

By: /s/Someit Sidhu
Name: Someit Sidhu
Title: Limited Partner

HOLDER:

Hana Immunotherapeutics LLC

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

HOLDER:

Pfizer Inc.

By: /s/Deborah J. Baron
Name: Deborah J. Baron
Title: SVP, Worldwide Business Development

HOLDER:

/s/Someit Sidhu
Someit Sidhu

HOLDER:

/s/ Javier Cote-Sierra
Javier Cote-Sierra

HOLDER:

/s/ Oliver Levy
Oliver Levy

HOLDER:

/s/ Marlyn Mathew
Marlyn Mathew

HOLDER:

/s/ Sandeep Kulkarni
Sandeep Kulkarni

HOLDER:

/s/ David Brady
David Brady

Exhibit 10.6

FORM OF AMENDED AND RESTATED
REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of _____, 2022, is made and entered into by and among: (i) Zura Bio Ltd. (formerly known as JATT Acquisition Corp), a Cayman Islands exempted company (the "***Company***"); (ii) JATT Ventures, L.P., a Cayman Islands exempted limited partnership (the "***Sponsor***"); (iii) the persons or entities identified as "New Holders" on the signature pages hereto (collectively, the "***New Holders***"); and (iv) the persons or entities identified as "Existing Holders" on the signature pages hereto (the "***Existing Holders***," and together with the Sponsor, the New Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 6.2 or Section 6.11 of this Agreement, each a "***Holder***" and collectively the "***Holders***").

RECITALS

WHEREAS, the Company, the Sponsor and the Existing Holders are party to that certain Registration Rights Agreement, dated as of July 13, 2021 (the "***Original RRA***");

WHEREAS, pursuant to, and upon the terms and subject to the conditions set forth in, the Business Combination Agreement dated as of June [__], 2022 as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***BCA***"), among the Company, Zura Bio Limited, a limited company incorporated under the laws of England and Wales ("***Zurabio***"), JATT Merger Sub, a Cayman Islands exempted company and wholly owned subsidiary of the Company ("***JATT Merger Sub***"), JATT Merger Sub 2, a Cayman Islands exempted company and wholly owned subsidiary of the Company ("***JATT Merger Sub 2***"), Zura Bio Holdings Ltd, a Cayman Islands exempted company ("***Holdco***"), the following transactions (collectively, the "***Transaction***") will occur on the Closing Date (as defined below): (i) JATT Merger Sub will merge with and into Holdco, with Holdco continuing as the surviving company of the merger and a wholly owned subsidiary of the Company; and (ii) immediately following the transaction described in (i), Holdco will merge with and into JATT Merger Sub 2, with JATT Merger Sub 2 continuing as the surviving company of the merger;

WHEREAS, pursuant to the BCA, among other things, (i) the Zurabio shareholders exchanged all their Zurabio shares for shares in Holdco, such that Holdco owned all of the outstanding shares of Zurabio, (ii) the Company issued 16,500,000 Class A ordinary shares to the Holdco shareholders in exchange for all of the outstanding Holdco shares, and (iii) the issued and outstanding Class B ordinary shares, par value $0.0001 per share, of the Company, all of which were held by the Sponsor and the Existing Holders, automatically converted into 3,450,000 Class A ordinary shares on a one-for-one basis (such Class A ordinary shares received upon the conversion, the "***Founder Shares***") (together with the other transactions contemplated by the BCA, the "***Business Combination***");

WHEREAS, pursuant to the second amended and restated memorandum and articles of the Company (such amended and restated memorandum and articles, as the same may be amended, restated, amended and restated, supplemented or otherwise modified form time (the "***Company Charter***")), the Company is authorized to issue the following classes of stock: (i) Class A ordinary shares, par value $0.0001 per share, of the Company (the "***Class A ordinary shares***" or the "***Ordinary Shares***"), and (ii) preference shares, par value $0.0001 per share of the Company;

WHEREAS, in connection with the Business Combination, the Company conducted a private placement of its Class A ordinary shares (the "***PIPE Investment***") pursuant to the terms of (i) one or more Subscription Agreements and (ii) two Forward Purchase Agreements, and certain Holders purchased additional Class A ordinary shares pursuant thereto (collectively, the "***PIPE Shares***");

WHEREAS, pursuant to Section 6.8 of the Original RRA, the provisions, covenants and conditions set forth therein may be amended or modified upon the written consent of the Company and the holders of a majority-in-interest of the "Registrable Securities" (as such term is defined in the Original RRA) at the time in question; and

WHEREAS, the Company and the Sponsor desire to amend and restate the Original RRA in its entirety as set forth herein and the Company and the Existing Holders desire to enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to the Registrable Securities (as defined below) on the terms and conditions set forth in this Agreement.

NOW, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"Additional Holder" has the meaning given in Section 6.11 hereof.

"Additional Holder Shares" has the meaning given in Section 6.11 hereof.

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, after consultation with counsel to the Company, in the good faith judgment of the Chief Executive Officer or Chief Financial Officer of the Company or the Board, (i) 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, (ii) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, and (iii) the Company has a *bona fide* business purpose for not making such information public.

"***Affiliate***" means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, and, in the case of an individual, also includes any member of such individual's Immediate Family; provided that the Company and its subsidiaries will not be deemed to be Affiliates of any Holder of Registrable Securities. As used in this definition, "control" (including, with its correlative meanings, "controlling", "controlled by" and "under common control") shall mean possession, directly or indirectly, of power to direct or cause the direction of the management and policies of a Person, directly or indirectly, whether through ownership of voting securities or partnership or other ownership interests by contract or otherwise.

"***Agreement***" shall have the meaning given in the Preamble hereto.

"***BCA***" shall have the meaning given in the Recitals hereto.

"***Block Trade***" means an offering or sale of Registrable Securities by any Holder on a block trade or underwritten basis (whether firm commitment or otherwise) effected pursuant to a Registration Statement without substantial marketing efforts prior to pricing, including, without limitation, a same day trade, overnight trade or similar transaction.

"***Board***" shall mean the board of directors of the Company.

"***Business Combination***" shall have the meaning given in the Recitals hereto.

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

"***Class A ordinary shares***" shall have the meaning given in the Recitals hereto.

"***Closing***" shall have the meaning given in the BCA.

"***Closing Date***" shall have the meaning given in the BCA.

"***Commission***" shall mean the U.S. Securities and Exchange Commission.

"***Company***" shall have the meaning given in the Preamble hereto and includes the Company's successors by recapitalization, merger, consolidation, spin-off, reorganization or similar transaction.

"***Company Charter***" shall have the meaning given in the Recitals hereto.

"***Demanding Holder***" shall have the meaning given in Section 2.1.4 hereof.

"***Effectiveness Deadline***" shall have the meaning given in subsection 2.1.1.

"***Exchange Act***" shall mean the U.S. Securities Exchange Act of 1934, as amended from time to time.

"***Existing Holders***" shall have the meaning given in the Recitals hereto.

"***Filing Deadline***" shall have the meaning given in Section 2.1.1 hereof.

"***FINRA***" shall mean the Financial Industry Regulatory Authority, Inc.

"***Form S-1 Shelf***" shall have the meaning given in Section 2.1.1 hereof.

"***Form S-3 Shelf***" shall have the meaning given in Section 2.1.1 hereof.

*"**Founder Shares**"* shall have the meaning given in the Recitals hereto.

"***Holdco***" shall have the meaning given in the Recitals hereto

"***Holder Information***" shall have the meaning given in Section 4.1.2 hereof.

"***Holders***" shall have the meaning given in the Preamble hereto, for so long as such person or entity holds any Registrable Securities, and includes any transferee of the Registrable Securities (so long as they remain Registrable Securities) of a Holder permitted under this Agreement and the Lock-Up Agreement.

"***Immediate Family***" shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and shall include adoptive relationships.

"***Insider Letter***" means that certain letter agreement, dated as of July 13, 2021, by and among the Company, the Sponsor and certain of the Company's current and former officers and directors.

"***Joinder***" shall have the meaning given in Section 6.11 hereof.

"***Lock-up Agreement***" means that certain lock-up agreement, dated as of the date hereof, by and among the Company and certain holders of securities of the Company, entered into in connection with the Business Combination.

"***Lock-up Periods***" shall mean each of the periods beginning on the Closing Date and ending, (i) with respect to the New Holder's Shares, the Sponsor's and the Existing Holders' Founder Shares, the period ending on the earlier of (x) 6 months after the Closing Date with respect to one-quarter of the shares, and (b) 12 months after the Closing Date with respect to one-quarter of the shares, and (c) 24 months after the Closing Date with respect to one-half of the shares; provided that such shares may be released prior to each of the 6-month, 12-month and 24-month periods on the date on which the daily volume weighted average price ("***VWAP***") reported sale price of the Class A ordinary shares equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period, or (y) the earlier date on which the Company completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of the Company's shareholders having the right to exchange their Class A ordinary shares for cash, securities or other property (the "***Founder Shares Lock-up Period***" and ***New Holders Lock-up Period"***); and (ii) with respect to the Sponsor's (or its transferees as permitted by the Lock-Up Agreement) Private Warrant Shares, 30 days from the Closing Date (the "***Private Placement Lock-up Period***").

"***Lock-up Shares***" shall mean, (i) with respect to the Sponsor, the Existing Holders and any transferees as permitted by the Lock-Up Agreement, the Class A ordinary shares held by them immediately following the Closing (other than PIPE Shares subscribed in connection with the PIPE Investment, if any) and any Class A ordinary shares issued or issuable upon exercise of the Private Placement Warrants; and (ii) with respect to the New Holders and their respective transferees as permitted by the Lock-Up Agreement, the Class A ordinary shares held by them immediately following the Closing.

"***Maximum Number of Securities***" shall have the meaning given in Section 2.1.5 hereof.

"***Minimum Takedown Threshold***" shall have the meaning given in Section 2.1.4 hereof.

"***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 Holders***" shall have the meaning given in the Preamble hereto.

"***Original RRA***" shall have the meaning given in the Recitals hereto.

"***Piggyback Registration***" shall have the meaning given in Section 2.2.1 hereof.

"***PIPE Investment***" shall have the meaning given in the Recitals hereto.

"***PIPE Shares***" shall have the meaning given in the Recitals hereto.

"***Private Placement Warrants***" shall mean the 5,910,000 Private Placement Warrants issued by the Company that were privately purchased simultaneously with the consummation of the Company's initial public offering.

"***Private Warrant Shares***" shall mean the Class A ordinary shares issued or issuable upon exercise of the "Private Placement Warrants.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) the Founder Shares and the Class A ordinary shares issued or issuable upon the conversion of any Founder Shares, (b) the Private Placement Warrants and the Class A ordinary shares issued or issuable upon the exercise of any Private Placement Warrants, (c) any issued and outstanding Class A ordinary shares or any other equity security (including the Class A ordinary shares issued or issuable upon the exercise of any other equity security) of the Company held by a Holder as of the date of this Agreement, (d) any equity securities (including the Class A ordinary shares issued or issuable upon the exercise of any such equity security) of the Company issuable upon conversion of any Working Capital Warrants in an amount up to $1,500,000 made to the Company by a Holder, (e) any PIPE Shares held by a Holder, (f) any other equity securities (including Class A ordinary shares) of the Company held by a New Holder at the Closing Date and (g) any other equity security of the Company or its subsidiaries issued or issuable with respect to any such share of Class A ordinary shares referenced in (a), (b), (c), (d), (e) or (f) above by way of a share capitalization or share split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement by the applicable Holder; (ii) such securities shall have been otherwise transferred, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iii) such securities shall have ceased to be outstanding; (iv) following the third anniversary of the Agreement, such securities may be sold without registration pursuant to Rule 144 (but without the requirement to comply with any limitations) and (v) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration effected by preparing and filing a Registration Statement, 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***" shall mean the documented, out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with FINRA) and any national securities exchange on which the Class A ordinary shares is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) fees and disbursements of underwriters customarily paid by issuers of securities in a secondary offering, but excluding underwriting discounts and commissions and transfer taxes, if any, with respect to Registrable Securities sold by Holders;

(D) printing, messenger, telephone and delivery expenses;

(E) reasonable fees and disbursements of counsel for the Company;

(F) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(G) reasonable fees and expenses of one legal counsel selected by the majority-in-interest of the Demanding Holders in an Underwritten Offering.

"***Registration Statement***" shall mean any registration statement filed by the Company with the Commission that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Requesting Holders***" shall have the meaning given in Section 2.1.5 hereof.

"***Retained Company Shares***" shall have the meaning given in the BCA.

"***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.

"***Securities Act***" shall mean the U.S. Securities Act of 1933, as amended from time to time.

"***Shelf***" shall mean the Form S-1 Shelf, the Form S-3 Shelf or any Subsequent Shelf Registration, as the case may be.

"***Shelf Registration***" shall mean a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act, as amended from time to time, or any similar successor rule thereto that may be promulgated by the Commission.

"***Shelf Takedown***" shall mean an Underwritten Shelf Takedown or any proposed transfer or sale using a Registration Statement, including a Piggyback Registration.

"***Sponsor***" shall have the meaning given in the Preamble hereto.

"***Subsequent Shelf Registration***" shall have the meaning given in Section 2.1.2 hereof.

"***Transfer***" shall mean the (i) sale or assignment of, offer to sell, contract or agreement to sell, hypothecation, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (ii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in clause (i) or (ii).

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Lock-up Period***" shall have the meaning given in Section 2.3 hereof.

"***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public, including a Block Trade.

"***Underwritten Shelf Takedown***" shall have the meaning given in Section 2.1.4 hereof.

"***Withdrawal Notice***" shall have the meaning given in Section 2.1.6 hereof.

"***Working Capital Warrants***" shall mean any warrants issued in payment for working capital loans from the Sponsor to the Company.

"***Yearly Limit***" shall have the meaning given in Section 2.1.4 hereof.

"***Zurabio***" shall have the meaning given in the Recitals hereto.

ARTICLE II
REGISTRATIONS AND OFFERINGS

2.1 Shelf Registration.

2.1.1 Filing. The Company shall, subject to Section 3.4 hereof, submit or file within 30 days of the Closing Date (the "***Filing Deadline***"), and use commercially reasonable efforts to cause to be declared effective as soon as practicable thereafter, a Registration Statement for a Shelf Registration on Form S-1 (the "***Form S-1 Shelf***"), or, if the Company is eligible to use a Registration Statement on Form S-3, a Shelf Registration on Form S-3 (the "***Form S-3 Shelf***"), in each case, covering the resale of all the Registrable Securities (determined as of two Business Days prior to such submission or filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have the Shelf declared effective after the filing thereof, but no later than the earlier of (i) the 60th calendar day (or 90th calendar day if the Commission notifies the Company that it will "review" the Registration Statement) following the earlier of (A) the filing of the Registration Statement and (B) the Filing Deadline, and (ii) the 10th Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review (such deadline the "***Effectiveness Deadline***"), *provided*, that if the Filing Deadline or Effectiveness Deadline falls on Saturday, Sunday or other day that the Commission is closed for business, the Filing Deadline or Effectiveness Deadline, as the case may be, shall be extended to the next Business Day on which the Commission is open for business. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. Subject to Sections 2.1.2 and 3.4 hereof, the Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use by the Holders named therein to sell their Registrable Securities included therein, and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event the Company files a Form S-1 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any Subsequent Shelf Registration) to a Form S-3 Shelf as soon as reasonably practicable after the Company is eligible to use Form S-3.

2.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4 hereof, use its commercially reasonable efforts to, as promptly as is reasonably practicable, cause such Shelf to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to, as promptly as is reasonably practicable, amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "***Subsequent Shelf Registration***") registering the resale of all Registrable Securities under such Shelf (determined as of two Business Days prior to such filing), and pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. If a Subsequent Shelf Registration is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration continuously effective, available for use by the Holders named therein to sell their Registrable Securities included therein, and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration shall be on Form S-3, to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration shall be on another appropriate form.

2.1.3 Additional Registrable Securities. Subject to Section 3.4 hereof, in the event that any Holder or Holders, collectively, hold Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon request of any such Holder or Holders, shall promptly use its commercially reasonable efforts to cause the resale of such Registrable Securities to be covered by either, at the Company's option, any then-available Shelf (including by means of a post-effective amendment) or a Subsequent Shelf Registration and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration shall be subject to the terms hereof; *provided, however*, that (i) the Company shall only be required to cause such Registrable Securities to be covered if the total offering price thereof is reasonably expected to exceed, in the aggregate, $10 million and (ii) the Company shall only be required to register Registrable Securities pursuant to this Section 2.1.3 twice per calendar year.

2.1.4 Requests for Underwritten Shelf Takedowns. Following the expiration of the Founder Shares Lock-up Period, the New Holders Lock-up Period or the Private Placement Lock-up Period, as applicable, at any time and from time to time when an effective Shelf is on file with the Commission, any New Holder, Existing Holder, or the Sponsor, or any combination thereof (any of the New Holders, Existing Holders, or the Sponsor making such demand, a "***Demanding Holder***") may request to sell all or any portion of its Registrable Securities in an Underwritten Offering or other coordinated offering that is registered pursuant to a Shelf (each, an "***Underwritten Shelf Takedown***"); *provided* that the Company shall only be obligated to effect an Underwritten Shelf Takedown if such offering shall include (a) Registrable Securities proposed to be sold by the Demanding Holder, either individually or together with other Demanding Holders, with a total offering price reasonably expected to exceed, in the aggregate, $10million (the "***Minimum Takedown Threshold***") or (b) if the Demanding Holders hold Registrable Securities with a total offering price reasonably expected to be less than the Minimum Takedown Threshold, all of the Registrable Securities held by a Demanding Holder. All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. The Company shall have the right to select the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks), subject to the prior approval by the Demanding Holder(s) (which shall not be unreasonably withheld, conditioned or delayed). The New Holders, on the one hand, and the Existing Holders and the Sponsor, collectively, on the other hand, may each demand Underwritten Shelf Takedowns pursuant to this Section 2.1.4 not more than two times in any twelve (12) month period (the "***Yearly Limit***"). Notwithstanding anything to the contrary in this Agreement, the Company may effect any Underwritten Offering pursuant to any then-effective Registration Statement, including a Form S-3, which is then available for such offering.

2.1.5 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advise(s) the Company, the Demanding Holder(s) and the Holders requesting piggy back rights pursuant to this Agreement with respect to such Underwritten Shelf Takedown (the "***Requesting Holders***") (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holder(s) and the Requesting Holders (if any) desire to sell, taken together with all other Class A ordinary shares or other equity securities that the Company desires to sell and all other Class A ordinary shares or other equity securities, if any, that have been requested to be sold in such Underwritten Offering 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 the Company shall include in such Underwritten Offering, before including any Class A ordinary shares or other equity securities proposed to be sold by the Company or by other holders of Class A ordinary shares or other equity securities, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Shelf Takedown without exceeding the Maximum number of Securities).

2.1.6 Underwritten Shelf Takedown Withdrawal. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown, a majority-in-interest of the Demanding Holders initiating an Underwritten Shelf Takedown shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon written notification (a "***Withdrawal Notice***") to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Shelf Takedown; *provided* that any other Demanding Holder(s) may elect to have the Company continue an Underwritten Shelf Takedown if the Minimum Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by the Demanding Holder(s). If withdrawn, a demand for an Underwritten Shelf Takedown shall constitute a demand for an Underwritten Shelf Takedown by the withdrawing Demanding Holder for purposes of Section 2.1.4 hereof and shall count toward the Yearly Limit, unless either (i) the Demanding Holder(s) making the withdrawal has not previously withdrawn any Underwritten Shelf Takedown or (ii) the Demanding Holder(s) making the withdrawal reimburses the Company for all Registration Expenses with respect to such Underwritten Shelf Takedown (or, if there is more than one Demanding Holder, a *pro rata* portion of such Registration Expenses based on the respective number of Registrable Securities that each Demanding Holder has requested be included in such Underwritten Shelf Takedown); provided that, if any other Demanding Holder(s) elects to continue an Underwritten Shelf Takedown pursuant to the proviso in the immediately preceding sentence, such Underwritten Shelf Takedown shall instead count as an Underwritten Shelf Takedown demanded by the Demanding Holders for purposes of Section 2.1.4 hereof and shall count toward the Yearly Limit. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Demanding Holders and Requesting Holders. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Shelf Takedown prior to its withdrawal under this Section 2.1.6, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.1.6.

2.2 Piggyback Registration.

2.2.1 Piggyback Rights. If the Company or any Holder proposes to conduct a registered offering of, or if the Company 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, for its own account or for the account of shareholders of the Company (or by the Company and by the shareholders of the Company including, without limitation, an Underwritten Shelf Takedown pursuant to Section 2.1 hereof), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing shareholders, (iii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iv) for an offering of debt that is convertible into equity securities of the Company or (v) for a dividend reinvestment plan, then the Company shall give written notice of such proposed offering to all of the Holders of Registrable Securities as soon as practicable but not less than ten days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable "red herring" prospectus or prospectus supplement used for marketing such offering, which notice shall (A) 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, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Holders may request in writing within five days after receipt of such written notice (such Registration, a "***Piggyback Registration***"). Subject to Section 2.2.2 hereof, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback 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 2.2.1 to be included therein on the same terms and conditions as any similar securities of the Company included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Holder's Registrable Securities in a Piggyback Registration shall be subject to such Holder's agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company. For the avoidance of doubt, the notice periods set forth in this Section 2.2.1 shall not apply to an Underwritten Shelf Takedown conducted in accordance with Section 2.1.4 or Block Trades conducted in accordance with Section 2.4.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advise(s) the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of Class A ordinary shares or other equity securities that the Company or the Demanding Holders desire to sell, taken together with (i) the number of Class A ordinary shares or other equity securities, if any, as to which Registration or a registered offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which Registration has been requested pursuant to Section 2.2.1 and (iii) the number of Class A 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 persons or entities other than the Holders of Registrable Securities hereunder, exceeds the Maximum Number of Securities, then:

(a) if the Registration or registered offering is undertaken for the Company's account, the Company shall include in any such Registration or registered offering (A) first, the number of Class A ordinary shares or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1 hereof, *pro rata*, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the number of Class A 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 persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities;

(b) if the Registration or registered offering is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration or registered offering (A) first, the number of Class A ordinary shares or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1 hereof, *pro rata*, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the number of Class A ordinary shares or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the number of Class A 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 such persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities; and

(c) if the Registration or registered offering is pursuant to a request by Holder(s) of Registrable Securities pursuant to Section 2.1 hereof, then the Company shall include in any such Registration or registered offering securities in the priority set forth in Section 2.1.5 hereof.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Shelf Takedown, and related obligations, shall be governed by Section 2.1.6 hereof) shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or, in the case of a Piggyback Registration pursuant to a Shelf Registration, the filing of the applicable "red herring" prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction without any liability to the applicable Holder. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.1.6 hereof), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, subject to Section 2.1.6 hereof, any Piggyback Registration effected pursuant to Section 2.2 hereof shall not be counted as a demand for an Underwritten Shelf Takedown under Section 2.1.4 hereof and shall not count toward the Yearly Limit.

2.3 Market Stand-off. In connection with any Underwritten Offering of equity securities of the Company (other than a Block Trade) or any Company-initiated Registration for the account of the Company (subject to the Company's compliance with Section 2.2 hereof), each Holder that is an executive officer, director or Holder in excess of 5% of the then-outstanding Class A ordinary shares (calculated, in the case of each New Holder, as if all of its Class B ordinary shares and Retained Company Shares are exchanged for Class A ordinary shares) agrees that it shall not Transfer any Class A ordinary shares or other equity securities of the Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the 90-day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering (the "***Underwritten Lock-up Period***"), except as expressly permitted by such lock-up agreement or in the event the Underwriters managing the offering otherwise consent in writing. 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 the Company's directors and executive officers or the other shareholders of the Company). The Company will not be obligated to undertake an Underwritten Shelf Takedown during any Underwritten Lock-up Period binding on the Holders, nor will the Company be obligated to include in any Piggyback Registration any Registrable Securities that are then subject to a "lock-up" agreement.

2.4 Block Trades.

2.4.1 Notwithstanding any other provisions of this Agreement, but subject to Section 3.4, if a Demanding Holder desires to effect a Block Trade, with a total offering price reasonably expected to exceed, in the aggregate, either (x) the Minimum Takedown Threshold or (y) all remaining Registrable Securities held by such Demanding Holder, then notwithstanding the time periods provided for in Section 2.2.1, such Demanding Holder only needs to notify the Company of the Block Trade at least three (3) business days prior to the day such offering is to commence and the Company shall as promptly as is reasonably practicable, use its commercially reasonable efforts to facilitate such Block Trade; provided that the Demanding Holder wishing to engage in the Block Trade shall use its commercially reasonable efforts to work with the Company and any Underwriters or placement agents or sales agents prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to such Block Trade.

2.4.2 Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade, the Demanding Holder that initiated such Block Trade shall have the right to submit a Withdrawal Notice to the Company and the Underwriter or Underwriters or placement agents or sales agents (if any) of their intention to withdraw from such Block Trade. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Block Trade prior to its withdrawal under this Section 2.4.2 in the first instance of any such withdrawal; provided, that the Holder shall be responsible for the Registration Expenses incurred in connection with a Block Trade prior to any subsequent withdrawal under this Section 2.4.2.

2.4.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 hereof shall not apply to a Block Trade initiated by a Demanding Holder pursuant to this Agreement.

2.4.4 The Demanding Holder wishing to engage in a Block Trade shall have the right to select the Underwriters, placement agents or sales agents (if any) for such Block Trade (which shall consist of one or more reputable nationally recognized investment banks), *provided*, that such selection shall be subject to the consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

2.4.5 A Holder in the aggregate may demand no more than two Block Trades pursuant to this Section 2.4 in any 12-month period. For the avoidance of doubt, any Block Trade effected pursuant to this Section 2.4 shall not be counted as a demand for an Underwritten Shelf Takedown pursuant to Section 2.1.4 hereof.

2.5 Restrictions on Registration Rights. If (A) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company initiated Registration and provided that the Company has delivered written notice to the Holders prior to receipt of a request for an Underwritten Shelf Takedown pursuant to Section 2.1.4 hereof and it continues to actively employ, in good faith, all reasonable best efforts to cause the applicable Registration Statement to become effective; (B) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (C) in the good faith judgment of the Board such Underwritten Offering would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the undertaking of such Underwritten Offering at such time, then in each case, as applicable, the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating the applicable reason(s) set forth in Clauses (A) through (C) above underlying the Company's decision to defer the undertaking of such Underwritten Offering. In such event, the Company shall have the right to defer such offering for a period of not more than sixty (60) days; provided, however, that the Company shall not defer its obligations in this manner more than once in any twelve (12) month period.

ARTICLE III
COMPANY PROCEDURES

3.1 General Procedures. In connection with any Shelf and/or Shelf Takedown, the Company shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission, as soon as reasonably practicable, a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities have ceased to be Registrable Securities;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any Holder that holds at least 5% percent of the Registrable Securities registered on such Registration Statement or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus) and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders; provided that the Company will not have any obligation to provide any document pursuant to this Section 3.1.3 that is available on the Commission's EDGAR system;

3.1.4 prior to any public offering of Registrable Securities, use its commercially reasonable 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 of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) 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 or securities exchanges, including the New York Stock Exchange, as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; *provided, however*, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each national securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose, and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least three days (or in the case of a Block Trade, at least one day) prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be necessary in order to comply with the Securities Act, the Exchange Act and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable), furnish a copy thereof to each seller of such Registrable Securities or its counsel; provided that the Company will not have any obligation to provide any document pursuant to this Section 3.1.8 that is available on the Commission's EDGAR system;

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 hereof;

3.1.10 in the event of an Underwritten Offering, a Block Trade or other coordinated offering that is registered pursuant to a Registration Statement, permit a representative of the Holders (such representative to be selected by a majority-in-interest of the participating Holders), the Underwriters or other financial institutions facilitating such Underwritten Offering, Block Trade or other coordinated offering that is registered pursuant to a Registration Statement, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such person's own expense (except as otherwise provided in this Agreement), in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; *provided, however*, that such representatives or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Offering, a Block Trade or other coordinated offering that is registered pursuant to a Registration Statement, 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 sales agent, placement agent or Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 in the event of an Underwritten Offering, a Block Trade or other coordinated offering that is registered pursuant to a Registration Statement, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion and negative assurance letter, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the 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 placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters;

3.1.13 in the event of any Underwritten Offering, Block Trade or other coordinated offering that is registered pursuant to a Registration Statement, enter into and perform its obligations under an underwriting agreement, sales agreement or placement agreement, in usual and customary form, with the managing Underwriter, sales agent or placement agent of such offering;

3.1.14 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least 12 months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule thereto);

3.1.15 with respect to an Underwritten Offering pursuant to Section 2.1.4 hereof, use its commercially reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in such Underwritten Offering; and

3.1.16 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders participating in such Registration, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter or other sales agent or placement agent if such Underwriter or other sales agent or placement agent has not then been named with respect to the applicable Underwritten Offering or other coordinated offering that is registered pursuant to a Registration Statement.

3.2 Registration Expenses. Except as set forth in Section 2.1.6, the Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' or agents' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders, in each case pro rata based on the number of Registrable Securities that such Holders have sold in such Registration.

3.3 Requirements for Participation in Underwritten Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not timely provide the Company with its requested Holder Information (as defined below), the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that such information is necessary to effect the registration and such Holder continues thereafter to withhold such information. No person may participate in any Underwritten Offering or other coordinated offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any arrangements approved by the Company in the case of an Underwritten Offering initiated by the Company, and approved by the Demanding Holders in the case of an Underwritten Offering initiated by the Demanding Holders and (ii) timely completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting or other agreements and other customary documents as may be reasonably required under the terms of such arrangements. The exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration. The Company will use its commercially reasonable efforts to ensure that the underwriting agreement related to such Registration shall provide that any liability of a Holder to any Underwriter or other person pursuant to such underwriting agreement shall be limited to liability (i) arising from a breach of such Holder's representations and warranties thereto, (ii) will be several, and not joint and several, and (iii) will be limited to the net proceeds (after deducting discounts and commission, but not expenses) received by such Holder from the sale of such Holder's Registrable Securities pursuant to such underwriting agreement.

3.4 Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights.

3.4.1 Upon receipt of written notice from the Company 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 the Company 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 the Company that the use of the Prospectus may be resumed.

3.4.2 Subject to Section 3.4.4, if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (i) require the Company to make an Adverse Disclosure, (ii) require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control or (iii) in the good faith judgment of the majority of the Board, be seriously detrimental to the Company 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, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than ninety (90) days in any 12-month period, determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under this Section 3.4.2, 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 the Company that such sales or offers of Registrable Securities may be resumed, and in each case maintain the confidentiality of such notice and its contents.

3.4.3 Subject to Section 3.4.4, if (i) during the period starting with the date 60 days prior to the Company's good faith estimate of the date of the filing of, and ending on a date 120 days after the effective date of, a Company-initiated Registration, and provided that the Company continues to actively employ, in good faith, all reasonable best efforts to maintain the effectiveness of the applicable Shelf, or (ii) pursuant to Section 2.1.4 hereof, Holders have requested an Underwritten Shelf Takedown and the Company and such Holders are unable to obtain the commitment of underwriters to firmly underwrite such offering, then, in each case, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.1.4 hereof.

3.4.4 The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant to Section 3.4.2 or a registered offering pursuant to Section 3.4.3 shall be exercised by the Company, in the aggregate, not more than two (2) times or for more than sixty (60) consecutive calendar days, or for more than one hundred and twenty (120) total calendar days, in each case during any 12-month period.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to use reasonable best efforts to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Section 13(a) or 15(d) of the Exchange Act. The Company further covenants that it shall take such further action as any Holder may reasonably request, to the extent required from time to time to enable such Holder to sell Registrable Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any customary legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors and each person or entity who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and reasonable out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees and inclusive of all reasonable attorneys' fees arising out of the enforcement of each such persons' rights under this Section 4.1) arising out of or resulting from any any untrue or alleged untrue statement of material fact contained in or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by or on behalf of such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish (or cause to be furnished) to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "***Holder Information***") and, to the extent permitted by law, shall indemnify the Company, its directors, officers, employees, advisors and agents, representatives and each person or entity who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and reasonable out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees and inclusive of all reasonable attorney's fees arising out of the enforcement of each such persons' rights under this Section 4.1) caused by any untrue or alleged untrue statement of material fact contained in or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement is contained in (or not contained in, in the case of an omission) any information or affidavit so furnished in writing to the Company by or on behalf of such Holder expressly for use therein; *provided, however*, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided* that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim or there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, not to be unreasonably withheld or delayed, 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 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.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, advisor, agent, representative, shareholder, member or controlling person or entity of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall to the extent permitted by law contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; *provided, however*, that the liability of any Holder under this Section 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1.1, 4.1.2 and 4.1.3 hereof, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.1.5 were determined by *pro rata* allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.1.5. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.1.5 from any person or entity who was not guilty of such fraudulent misrepresentation.

ARTICLE V
LOCK-UP

5.1 Lock-up. Pursuant to the Lock-Up Agreement, the Sponsor, the Existing Holders and the New Holders agree that they shall not Transfer any Lock-up Shares until the end of the Founder Shares Lock-up Period, the Private Placement Lock-up Period, or the New Holders Lock-up Period, as applicable, except as permitted by and in accordance with the Lock-Up Agreement.

ARTICLE VI
MISCELLANEOUS

6.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery or (iii) transmission by hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received, in the case of mailed notices, on the third Business Day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to Zurabio **[insert address**], [Attention: _____] and, if to any Holder, at such Holder's address or contact information as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective 30 days after delivery of such notice as provided in this Section 6.1.

6.2 Assignment; No Third-Party Beneficiaries.

6.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

6.2.2 This Agreement and the rights, duties and obligations of the Holders hereunder may not be assigned or delegated by the Holders in whole or in part, *provided, however,* that subject to Section 6.2.5 hereof, a Holder may assign the rights and obligations of such Holder hereunder relating to particular Registrable Securities in connection with the transfer of such Registrable Securities to a transferee in accordance with the Lock-Up Agreement but only if such transferee agrees to become bound by the restrictions set forth in this Agreement.

6.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include transferees permitted by the Lock-Up Agreement.

6.2.4 This Agreement shall not confer any rights or benefits on any Persons that are not parties hereto, other than as expressly set forth in this Agreement and this Section 6.2.

6.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (a) written notice of such assignment as provided in Section 6.1 hereof and (b) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 6.2 shall be null and void.

6.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

6.4 Adjustments. If there are any changes in the Ordinary Shares as a result of share split, share dividend, combination or reclassification, or through merger, consolidation, recapitalization or other similar event, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations under this Agreement shall continue with respect to the Ordinary Shares as so changed.

6.5 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OR THE COURTS OF THE STATE OF NEW YORK, IN EACH CASE, LOCATED IN THE CITY OF NEW YORK, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.

6.6 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

6.7 Amendments and Modifications. Upon the written consent of (i) the Company and (ii) the Holders of 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 any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, 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 the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder by such party.

6.8 Other Registration Rights. Other than (i) the subscribers in the PIPE Investment who have registration rights with respect to the Class A ordinary shares purchased in the PIPE Investment pursuant to their respective Subscription Agreements, and (ii) as provided in the Warrant Agreement, dated as of July 16, 2021, between the Company and Continental Stock Transfer & Trust Company, the Company represents and warrants that no person or entity, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person or entity. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions, and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

6.9 Term. This Agreement shall terminate on the earlier of (a) the fifth anniversary of the date of this Agreement or (b) with respect to any Holder on the date that such Holder no longer holds any Registrable Securities. The provisions of Article IV hereof shall survive any termination.

6.10 Holder Information. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

6.11 Additional Holders; Joinder. In addition to persons or entities who may become Holders pursuant to Section 6.2 hereof, subject to the prior written consent of the Sponsor, each Existing Holder, and each New Holder (in each case, so long as such Holder and its Affiliates hold, in the aggregate, at least 5% of the outstanding Class A ordinary shares of the Company (calculated, in the case of each New Holder as if all of its Class C ordinary shares and Retained Company Shares are exchanged for Class A ordinary shares)), the Company may make any person or entity who acquires Class A ordinary shares or rights to acquire Class A ordinary shares after the date hereof a party to this Agreement (each such person or entity, an "***Additional Holder***") by obtaining an executed joinder to this Agreement from such Additional Holder in the form of Exhibit A attached hereto (a "***Joinder***"). Such Joinder shall specify the rights and obligations of the applicable Additional Holder under this Agreement. Upon the execution and delivery and subject to the terms of a Joinder by such Additional Holder, the Class A ordinary shares of the Company then owned, or underlying any rights then owned, by such Additional Holder (the "***Additional Holder Shares***") shall be Registrable Securities to the extent provided herein and therein, and such Additional Holder shall be a Holder under this Agreement with respect to such Additional Holder Shares.

6.12 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.13 Entire Agreement; Restatement. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Upon the Closing, the Original RRA shall no longer be of any force or effect.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

ZURA [_____]
a Cayman Islands exempted company

By: _____
Name:
Title: Chief Executive Officer

SPONSOR:

JATT VENTURES, L.P.
a Cayman Islands exempted limited partnership

By: JATT VENTURES LTD., General Partners

By: _____
Name: Someit Sidhu
Title: Director

EXISTING HOLDERS:

VERENDER S. BADIAL, in their individual capacity

By: _____
Name: Verender S. Badial

TAUHID ALI, in their individual capacity

By: _____
Name: Tauhid Ali

JAVIER COTE-SIERRA, in their individual capacity

By: _____
Name: Javiaer Cote-Sierra

ARNOUT PLOOS VAN AMSTEL, in their individual capacity

By: _____
Name: Arnout Ploos van Amstel

GRAEME SLOAN, in their individual capacity

By: _____
Name: Graeme Sloan

NEW HOLDERS:

OLIVER LEVY, in their individual capacity

By: _____
Name: Oliver Levy

DAVID BRADY, in their individual capacity

By: _____
Name: David Brady

PFIZER, INC.

By: _____
Name:
Title:

HANA IMMUNOTHERAPEUTICS LLC

By: _____
Name:
Title:

MARLYN MATHEW, in their individual capacity

By: _____
Name: Marlyn Mathew

SANDEEP KULKARNI, in their individual capacity

By: _____
Name: Sandeep Kulkarni

Exhibit A

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT JOINDER

The undersigned is executing and delivering this joinder (this "***Joinder***") pursuant to the Amended and Restated Registration Rights Agreement, dated as of _____, 2022 (as the same may hereafter be amended, the "***Registration Rights Agreement***"), among Zura [_____] (formerly known as JATT Acquisition Corp), a Cayman Islands exempted company (the "***Company***"), and the other persons or entities named as parties therein. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Registration Rights Agreement.

By executing and delivering this Joinder to the Company, and upon acceptance hereof by the Company upon the execution of a counterpart hereof, the undersigned hereby agrees to become a party to, to be bound by and to comply with the Registration Rights Agreement as a Holder of Registrable Securities in the same manner as if the undersigned were an original signatory to the Registration Rights Agreement, and the undersigned's Class A ordinary shares shall be included as Registrable Securities under the Registration Rights Agreement to the extent provided therein.

Accordingly, the undersigned has executed and delivered this Joinder as of the _____ day of _____, 20__.

Signature of Shareholder

Print Name of Shareholder
Its:
Address:

Agreed and Accepted as of
_____, 20__

Zura [_____]

By:
Name:
Title:

Exhibit 10.7

AMENDMENT TO
INSIDER LETTER

This AMENDMENT TO THE INSIDER LETTER (the "Amendment"), dated as of June 16, 2022, by and among JATT ACQUISITION CORP, a Cayman Islands exempted company ("Company") and each person identified on the signature pages hereto. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Insider Letter, dated as of July 13, 2021 (the "Insider Letter"), by and among the Company and the Initial Shareholders.

W I T N E S S E T H :

A. The Company and the Initial Shareholders entered into the Insider Letter.

B. The Company and the Initial Shareholders represent all parties to the Insider Letter

C. The Company and the Initial Shareholders desire to make an amendment to the Insider Letter as set forth in this Amendment.

The parties hereto accordingly agree as follows:

1. Amendment.

Section 5.(a) of the Insider Letter is hereby deleted and the following is inserted in its place:

"5. (a) The Sponsor and the Insiders agree that they shall not Transfer any Founder Shares (the "***Founder Shares Lock-up***") until the earliest of (A) six (6) months after the completion of the Company's initial Business Combination and (B) the date following the completion of an initial Business Combination on which the Company completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of the Public Shareholders having the right to exchange their Ordinary Shares for cash, securities or other property (the "***Founder Shares Lock-up Period***"). Notwithstanding the foregoing, if, subsequent to a Business Combination, the closing price of the Ordinary Shares equals or exceeds $12.00 per share (as adjusted for share splits, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30- trading day period commencing at least 150 days after the Company's initial Business Combination, the Founder Shares shall be released from the Founder Shares Lock-up.

2. No Other Amendments. Except for the amendments expressly set forth in this Amendment, the Insider Letter shall remain unchanged and in full force and effect.

3. Entire Agreement. The Insider Letter (as amended by this Amendment), sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and thereof. The Insider Letter (as amended by this Amendment) supersedes all prior and contemporaneous understandings and agreements related thereto (whether written or oral), all of which are merged herein.

4. Governing Law. This Amendment shall for all purposes be deemed to be made under and shall be construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. Each of the parties hereby agrees that any action, proceeding, or claim against it arising out of or relating in any way to this Amendment 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 personal jurisdiction, which jurisdiction shall be exclusive. Each of the parties hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

5. Severability. A determination by a court or other legal authority of competent jurisdiction that any provision of this Amendment is legally invalid shall not affect the validity or enforceability of any other provision hereof. The parties hereto shall cooperate in good faith to substitute (or cause such court or other legal authority to substitute) for any provision so held to be invalid a valid provision, as alike in substance to such invalid provision as is lawful.

6. Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement.

7. Captions. Captions are not a part of this Amendment, but are included for convenience, only.

8. Further Assurances. Each party hereto shall execute and deliver such documents and take such action, as may reasonably be considered within the scope of such party's obligations hereunder, necessary to effectuate the transactions contemplated by this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

JATT VENTURES, L.P.

By: JATT Ventures Ltd.

By: /s/ Someit Sidhu
Name: Someit Sidhu
Title: Director

/s/ Someit Sidhu
Someit Sidhu

/s/ Verender Badial
Verender Badial

/s/ Tauhid Ali
Tauhid Ali

/s/ Arnout Ploos van Amstel
Arnout Ploos van Amstel

/s/ Javier Cote-Sierra
Javier Cote-Sierra

/s/ Graeme Sloan
Graeme Sloan

Acknowledge and Agreed:

JATT Acquisition Corp

By: /s/ Someit Sidhu
Name: Someit Sidhu
Title: Chief Executive Officer

JATT Acquisition Corp. and Zura Bio Limited Announce Definitive Business Combination Agreement to Create NYSE Listed Biotechnology Company

Company advancing ZB-168, an anti-IL7Ra monoclonal antibody, originally developed by Pfizer Inc., in multiple phase 2 clinical trials

The transaction values the combined companies at a pro forma enterprise value of $215 million

Total gross proceeds of up to $189 million of which up to $139 million is from the cash held in trust (assuming no redemptions) and $50 million from the committed forward purchase agreement and PIPE investments

The transaction is expected to be completed in the fourth quarter of 2022

New York, NY and London, UK – June 17, 2022 Zura Bio Limited ("Zura Bio"), a clinical-stage biotechnology company focused on developing novel medicines for immune disorders, and JATT Acquisition Corp. ("JATT") (NYSE: JATT, JATT.U, JATT.WS), a publicly traded special purpose acquisition company ("SPAC") formed for the purpose of acquiring or merging with one or more businesses, today announced they have entered into a definitive business combination agreement. Upon closing of the transaction, the combined company will be renamed "Zura Bio Limited". The combined company's ordinary shares and warrants are expected to be listed on the New York Stock Exchange under the ticker symbol "ZURA".

"This is an important milestone for Zura Bio as it accelerates our goal to become a leading global immunology company. We look forward to initiating our phase 2 clinical trial in alopecia areata and to exploring the potential of ZB-168 in other immune diseases. Through the combination with JATT, we will strengthen our leadership team and secure capital to rapidly advance ZB-168 through the clinic in order to bring potentially life-altering new medicines to patients in need," said Oliver Levy, Chief Financial Officer and member of Zura Bio's board of directors.

Upon closing of the transaction, the combined company is expected to be led by a team of biotechnology entrepreneurs and pharma industry veterans, with Dr. Someit Sidhu, Founder and Chief Executive Officer of JATT, and Javier Cote-Sierra, Ph.D., a Director on the JATT board of directors, expected to join Zura Bio as Chief Executive Officer and Chief Scientific Officer, respectively.

"Zura Bio has a compelling asset in ZB-168 with the potential to target two important immune pathways in IL7 and TSLP. We believe ZB-168 has a significant opportunity to be an important medicine for the treatment of many immune diseases. I look forward to joining the leadership team of Zura Bio following completion of the business combination and I am confident we can make a difference in the lives of patients," noted Dr. Sidhu.

Proceeds from the transaction are expected to provide Zura Bio with the capital needed to accelerate the development of ZB-168, a fully-human, clinical-stage antibody targeting IL7Rα, that was recently in-licensed from Pfizer Inc. IL7Rα sits at the nexus of two key immune pathways (IL7 and TSLP), thus inhibiting IL7Rα, and has the potential to block signalling through either of these important immunological pathways.

ZB-168 is the only anti-IL7Rα antibody to have reported data in patients with an autoimmune disease. In a 37-patient phase 1b trial in type 1 diabetes mellitus, ZB-168 has demonstrated a favourable safety profile as well as the ability to modulate key T-cell subpopulations.

In 2023, Zura Bio plans to initiate a phase 2 proof-of-concept study in alopecia areata, a T-cell mediated disease affecting millions of patients worldwide. An additional phase 2 study in a second indication is also expected to be initiated in 2023.

About the Transaction

The business combination implies a pro forma enterprise value of the combined company of approximately $215 million. The combined company is expected to receive gross cash proceeds of up to $189 million, comprising the $139 million held in JATT's trust account (assuming no redemptions by public shareholders of JATT) and a concurrent, fully committed $50 million from a forward purchase agreement and PIPE financing of ordinary shares issued at $10.00 per share. If public shareholder redemptions exceed 90%, a further amount of $15 million will be payable under the forward purchase agreement, so that the minimum gross cash proceeds will be at least $65 million. The combined company will bear deferred underwriting commissions and transaction expenses out of the gross proceeds.

The transaction, which has been approved by Zura Bio's and JATT's boards of directors, is expected to close in the fourth quarter of 2022, subject to review and approval by the Securities and Exchange Commission ("SEC") of the registration statement on Form S-4 to be filed with the SEC, approval by JATT's shareholders, satisfaction of the minimum cash condition and other customary closing conditions, including any applicable regulatory approvals.

Advisors

Raymond James & Associates, Inc. and its affiliates (together, "Raymond James") are acting as the lead PIPE placement agent and as financial advisor to JATT in the transaction. McDermott Will & Emery LLP and Ogier are acting as legal counsel to Zura Bio. Loeb & Loeb LLP and Simmons & Simmons are acting as legal counsel to JATT and Maples and Calder (Cayman) LLP are acting as Cayman Islands legal counsel to JATT. Paul Hastings LLP is acting as legal counsel to Raymond James.

About Zura Bio Limited

Zura Bio is a clinical-stage biotechnology company advancing ZB-168 in alopecia areata and other inflammatory diseases. ZB-168 is an anti-IL7Rα inhibitor that has the potential to impact diseases driven by IL7 and TSLP biological pathways. Zura Bio aims to develop a portfolio of therapeutic indications for ZB-168, and is focused on demonstrating its efficacy, safety, dosing convenience and mechanism of action, initially in alopecia areata. This will build on Phase 1b data in type 1 diabetes demonstrating a favourable safety profile and strong biological rationale. Zura Bio is headquartered in London, UK with team members in the UK and USA.

About JATT Acquisition Corp.

JATT Acquisition Corp. is led by Chairman and CEO Someit Sidhu. JATT raised $139 million in July 2021. JATT is a blank check company, also commonly referred to as a special purpose acquisition company, or SPAC, formed for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses or entities.

Additional Information about the Business Combination and Where to Find It

In connection with the proposed business combination, JATT intends to file a registration statement on Form S-4 (the "Form S-4") with the SEC. The Form S-4 will include a proxy statement/prospectus of JATT. The proxy statement/prospectus will be sent to all JATT shareholders. Additionally, JATT will file other relevant materials with the SEC in connection with the proposed business combination. Copies of the Form S-4, the proxy statement/prospectus and all other relevant materials filed or that will be filed with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. The information contained in, or that may be accessed through, the websites referenced in this press release is not incorporated by reference into, and is not a part of, this press release. Before making any voting or investment decision, investors and security holders of JATT are urged to read the Form S-4, the proxy statement/prospectus and all other relevant materials filed or that will be filed with the SEC in connection with the proposed business combination because they will contain important information about the proposed business combination and the parties to the proposed business combination.

Participants in Solicitation

JATT and Zura Bio and their respective directors and executive officers, under SEC rules, may be deemed to be participants in the solicitation of proxies of JATT's shareholders in connection with the proposed business combination. Investors and security holders may obtain more detailed information regarding the names and interests in the proposed business combination of JATT's directors and officers in JATT's filings with the SEC, including JATT's annual report on Form 10-K for the fiscal year ended December 31, 2021 (the "Form 10-K"), JATT's initial public offering prospectus, which was filed with the SEC on July 14, 2021, and JATT's subsequent quarterly reports on Form 10-Q. To the extent that holdings of JATT's securities by JATT's insiders have changed from the amounts reported therein, any such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies to JATT's shareholders in connection with the business combination will be included in the proxy statement/prospectus relating to the proposed business combination when it becomes available. You may obtain free copies of these documents as described in the preceding paragraph.

No Offer or Solicitation

This communication shall not constitute a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed business combination. This communication shall also not constitute an offer to sell or a solicitation of an offer to buy any securities of JATT or Zura Bio, 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 offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Forward-Looking Statements

This communication includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 with respect to the proposed business combination between JATT and Zura Bio. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believe," "predict," "potential," "continue," "strategy," "future," "opportunity," "would," "seem," "seek," "outlook" and similar expressions are intended to identify such forward-looking statements. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties that could cause the actual results to differ materially from the expected results. These statements are based on various assumptions, whether or not identified in this communication. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by an investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. These forward-looking statements include, without limitation, Zura Bio's and JATT's expectations with respect to anticipated financial impacts of the proposed business combination, the satisfaction of closing conditions to the proposed business combination, and the timing of the completion of the proposed business combination. You should carefully consider the risks and uncertainties described in the "Risk Factors" section of JATT's Form 10-K and initial public offering prospectus, and its subsequent quarterly reports on Form 10-Q. In addition, there will be risks and uncertainties described in the Form S-4 and other documents filed by JATT from time to time with the SEC. These filings would 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. Many of these factors are outside Zura Bio's and JATT's control and are difficult to predict. Many factors could cause actual future events to differ from the forward-looking statements in this communication, including but not limited to: (1) the outcome of any legal proceedings that may be instituted against JATT or Zura Bio following the announcement of the proposed business combination; (2) the inability to complete the proposed business combination, including due to the inability to concurrently close the business combination and related transactions, including the private placement of ordinary shares or due to failure to obtain approval of the shareholders of JATT; (3) the risk that the proposed business combination may not be completed by JATT's business combination deadline and the potential failure to obtain an extension of the business combination deadline if sought by JATT; (4) the failure to satisfy the conditions to the consummation of the proposed business combination, including the approval by the shareholders of JATT, the satisfaction of the minimum cash requirement following any redemptions by JATT's public shareholders and the receipt of certain governmental and regulatory approvals; (5) delays in obtaining, adverse conditions contained in, or the inability to obtain necessary regulatory approvals or complete regulatory reviews required to complete the proposed business combination; (6) the occurrence of any event, change or other circumstance that could give rise to the termination of the business combination agreement; (7) volatility in the price of JATT's or the combined company's securities; (8) the risk that the proposed business combination disrupts current plans and operations as a result of the announcement and consummation of the business combination; (9) the inability to recognize the anticipated benefits of the proposed business combination, which may be affected by, among other things, competition, the ability of the combined company to grow and manage growth profitably, maintain relationships with customers and suppliers and retain key employees; (10) costs related to the proposed business combination; (11) changes in the applicable laws or regulations; (12) the possibility that the combined company may be adversely affected by other economic, business, and/or competitive factors; (13) the risk of downturns and a changing regulatory landscape in the highly competitive industry in which Zura Bio operates; (14) the impact of the global COVID-19 pandemic; (15) the potential inability of the combined company to raise additional capital needed to pursue its business objectives or to achieve efficiencies regarding other costs; (16) the enforceability of Zura Bio's intellectual property, including its patents, and the potential infringement on the intellectual property rights of others, cyber security risks or potential breaches of data security; and (17) other risks and uncertainties described in JATT's Annual Report, its initial public offering prospectus, and its subsequent Quarterly Reports on Form 10-Q and to be described in the Form S-4 and other documents to be filed by JATT from time to time with the SEC. These risks and uncertainties may be amplified by the COVID-19 pandemic, which has caused significant economic uncertainty. Zura Bio and JATT caution that the foregoing list of factors is not exclusive or exhaustive and not to place undue reliance upon any forward-looking statements, including projections, which speak only as of the date made. Neither Zura Bio nor JATT gives any assurance that Zura Bio or JATT will achieve its expectations. None of Zura Bio or JATT undertakes or accepts any obligation to publicly provide revisions or updates to any forward-looking statements, whether as a result of new information, future developments or otherwise, or should circumstances change, except as otherwise required by securities and other applicable laws.

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Anne Marie Fields
Managing Director
Email: annemarie.fields@sternir.com


zurabio
Corporate Overview
June 2022
Strict

Disclaimer (1/2)

ABOUT THIS PRESENTATION

This investor presentation ("Presentation") contains proprietary and confidential information of JATT Acquisition Corp ("JATT") and Zura Bio Limited (the "Company" or "Zura Bio"), and the entire content should be Information" with respect to both JATT and the Company. This Presentation is made solely for informational purposes, and no representation or warranty, express or implied, is made by JATT, the Company, Rayn or Raymond James Financial International Limited (together with Raymond James & Associates, Inc., the "Placement Agent") or any of their representatives as to the information contained in these materials or dis presentations or discussions. The recipient of this Presentation shall keep this Presentation and its contents confidential, shall not use this Presentation and its contents for any purpose other than as expressly aut Company and shall be required to return or destroy all copies of this Presentation or portions thereof in its possession promptly following request for the return or destruction of such copies. By accepting delivery o is deemed to agree to the foregoing confidentiality requirements.

This Presentation is provided for informational purposes only and has been prepared to assist interested parties in making their own evaluation with respect to a potential business combination between JATT and transactions (the "Proposed Business Combination") and for no other purpose. No representations or warranties, express or implied are given in, or in respect of, this Presentation. To the fullest extent permitted by JATT, the Company, the Placement Agent or any of their respective subsidiaries, shareholders, affiliates, representatives, partners, directors, officers, employees, investment banks, advisers or agents be respons indirect or consequential loss or loss of profit arising from the use of this Presentation, its contents, its omissions, reliance on the information contained within it, or on opinions communicated in relation thereto or o therewith. This Presentation does not purport to be all-inclusive or to contain all of the information that may be required to make a full analysis of JATT, the Company or the Proposed Business Combination. Viewe each make their own evaluation of JATT, the Company and of the relevance and adequacy of the information and should make such other investigations as they deem necessary. This Presentation is not intended be construed as, investment advice.

This Presentation does not constitute (i) a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Proposed Business Combination or (ii) an offer to sell, a solicitation of an recommendation to purchase any security of JATT, the Company, or any of their respective affiliates. No such offering of securities shall be made except by means of a prospectus meeting the requirements of Se 1933, as amended.

FORWARD-LOOKING STATEMENTS

Certain statements, estimates, targets and projections in this Presentation may be considered "forward-looking statements" within the meaning of the safe harbor provisions of the United States Private Securities Forward-looking statements generally relate to future events involving, or future performance of, JATT or the Company. For example, projections of future EBITDA, statements regarding anticipated growth in the in operates and anticipated growth in demand for the Company's products, projections of the Company's future financial results and other metrics, the satisfaction of closing conditions to the Proposed Business Com completion of the Proposed Business Combination are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "pro forma", "may", "should", "could", "might" "strive", "budget", "forecast", "expect", "intend", "will", "estimate", "anticipate", "believe", "predict", "potential", "propose" or "continue", or the negatives of these terms or variations of them or similar terminology. Such are subject to risks, uncertainties, and other factors which could cause actual results to differ materially from those expressed or implied by such forward-looking statements.

These forward-looking statements are based upon estimates and assumptions that, while considered reasonable by JATT and its management, and the Company and its management, as the case may be, are inh may cause actual results to differ materially from current expectations include, but are not limited to: the occurrence of any event, change or other circumstances that could give rise to the termination of negotiation agreements with respect to the Proposed Business Combination; the outcome of any legal proceedings that may be instituted against JATT, the Company, the combined company or others following the announce Combination and any definitive agreements with respect thereto; the inability to complete the Proposed Business Combination due to the failure to obtain approval of the shareholders of JATT or the Company, or complete the Proposed Business Combination or to satisfy other conditions to closing; changes to the proposed structure of the Proposed Business Combination that may be required or appropriate as a result of as a condition to obtaining regulatory approval of the Proposed Business Combination; the ability to meet stock exchange listing standards following the consummation of the Proposed Business Combination; the Combination disrupts current plans and operations of the Company as a result of the announcement and consummation of the Proposed Business Combination; the ability to recognize the anticipated benefits of th Combination, which may be affected by, among other things, competition, the ability of the combined company to grow and manage growth profitably, maintain relationships with customers and suppliers and retai employees; costs related to the Proposed Business Combination; changes in applicable laws or regulations; the possibility that the Company or the combined company may be adversely affected by other econom competitive factors; the Company's estimates of expenses and profitability; the evolution of the markets in which the Company competes; the ability of the Company to implement its strategic initiatives and succes activities, clinical trials and receive the necessary regulatory approvals; the ability of the Company to defend its intellectual property and satisfy regulatory requirements; any impact of the COVID-19 pandemic on th other risks and uncertainties set forth in the sections entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" in JATT's final prospectus dated July 13, 2021 relating to its initial public uncertainties indicated from the time to time in the definitive proxy statement/prospectus to be delivered to JATT's shareholders and related registration statement on Form S-4, including those set forth under "Risk and other documents filed with the Securities and Exchange Commission (the "SEC") by JATT.

Nothing in this Presentation should be regarded as a representation by any person that the forward-looking statements set forth herein will be achieved or that any of the contemplated results of such forward-looki Neither JATT, the Company nor the Placement Agent gives any assurance that either JATT or the Company will achieve its expectations. You should not place undue reliance on forward-looking statements, whic are made. Neither JATT, the Company nor the Placement Agent undertakes any duty to update these forward-looking statements.

Disclaimer (2/2)

USE OF PROJECTIONS
This Presentation contains financial forecasts or projections with respect to JATT and the Company. Neither JATT's nor the Company's independent auditors have audited, studied, reviewed, compiled or performe to the projections for the purpose of their inclusion in this Presentation, and accordingly, they did not express an opinion or provide any other form of assurance with respect thereto for the purpose of this Presenta forward-looking statements and should not be relied upon as being necessarily indicative of future results. In this Presentation, certain of the above-mentioned projected information has been provided for purpose historical data. The assumptions and estimates underlying the prospective financial information are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks an actual results to differ materially from those contained in the prospective financial information. Accordingly, there can be no assurance that the prospective results are indicative of the future performance of the Co not differ materially from those presented in the prospective financial information. Inclusion of the prospective financial information in this Presentation should not be regarded as a representation by any person tha prospective financial information will be achieved.

INDUSTRY AND MARKET DATA
Industry and market data used in this Presentation have been obtained from third-party industry publications and sources as well as from research reports prepared for other purposes. Neither JATT, the Company independently verified the data obtained from these sources and cannot assure you of the data's accuracy or completeness, and such data is subject to change.

TRADEMARKS
This Presentation contains trademarks, service marks, trade names and copyrights of JATT, the Company and other companies, which are the property of their respective owners.

FINANCIAL INFORMATION
You should review the Company's and JATT's audited financial statements, which will be included in the definitive proxy statement/prospectus relating to the Proposed Business Combination to be filed by JATT w

ADDITIONAL INFORMATION ABOUT THE PROPOSED BUSINESS COMBINATION AND WHERE TO FIND IT
The Proposed Business Combination will be submitted to shareholders of JATT for their consideration. JATT intends to file a registration statement on Form S-4 with the SEC, which will include a preliminary proxy proxy statement, to be distributed to JATT's shareholders in connection with JATT's solicitation for proxies for the vote by JATT's shareholders in connection with the Proposed Business Combination and other ma definitive proxy statement. After the registration statement on Form S-4 has been filed and declared effective, JATT will mail a definitive proxy statement and other relevant documents to its shareholders as of the voting on the Proposed Business Combination. JATT's shareholders and other interested persons are advised to read, once available, the preliminary proxy statement and any amendments thereto and, once ava statement, in connection with JATT's solicitation of proxies for its special meeting of shareholders to be held to approve, among other things, the Proposed Business Combination, because these documents will co about the Company, JATT and the Proposed Business Combination. Shareholders may also obtain a copy of the preliminary or definitive proxy statement, once available, as well as other documents filed with the Business Combination and other documents filed with the SEC by JATT, without charge, at the SEC's website located at www.sec.gov or by directing a request to JATT Authorized US Representative, Puglisi & As Suite 204 Newark, Delaware 19711.

INVESTMENT IN ANY SECURITIES DESCRIBED HEREIN HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY OTHER REGULATORY AUTHORITY NOR HAS ANY AUTHORITY PASSED MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PARTICIPANTS IN THE SOLICITATION
The Company, JATT and certain of their respective directors, executive officers and other members of management and employees may, under SEC rules, be deemed to be participants in the solicitations of proxi connection with the Proposed Business Combination. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of JATT's shareholders in connection with the Propos be set forth in JATT's proxy statement when it is filed with the SEC. You can find more information about JATT's directors and executive officers in JATT's final prospectus filed with the SEC on July 13, 2021. Addi participants in the proxy solicitation and a description of their direct and indirect interests will be included in JATT's proxy statement when it becomes available. Shareholders, potential investors and other intereste proxy statement carefully when it becomes available before making any voting or investment decisions. You may obtain free copies of these documents from the sources indicated above.

Zura Bio: clinical-stage biotech focused on developing novel mec immune disorders

ZB-168: a fully human, anti-IL7Rα[1] antibody originally developed by Pfizer

- IL7Rα involved in two key immune pathways: IL7[2] and TSLP[3]
- Only anti-IL7R program to date with clinical data showing impact on key T-cell subpopulations
- Drug well tolerated in >90 subjects and patients dosed in phase 1 studies conducted by Pfizer

Our lead indication: alopecia areata (AA)

- Alopecia areata affects >700k patients in the US, with only one approved treatment option with b warnings
- Strong translational evidence supporting role of IL7 in disease pathophysiology
- Phase 2 proof-of-concept study expected to begin in mid 2023; data expected by end of 2024

Actively evaluating additional indications where IL7 and/or TSLP biology has been implicate

- Multiple external clinical catalysts have potential to validate IL7 and TSLP in additional immune d

1. Interleukin 7 receptor alpha; 2. Interleukin 7; 3. Thymic stromal lymphopoietin

The Zura Bio + JATT combination will provide strategic capital fo ambitious development plan

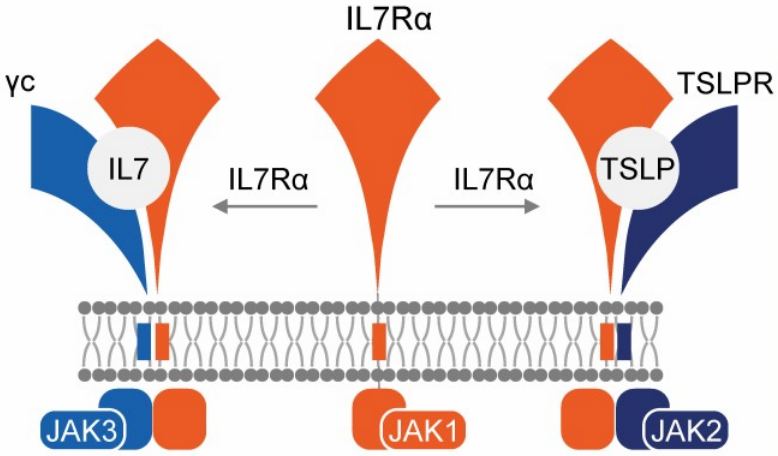
- **Combination with JATT accelerates Zura Bio's devel programmes** through two phase 2 studies
- JATT investors access an asset with a **novel target imp two important immune pathways**
- **$65mm of committed capital** including $15mm redemp backstop
- **Expected to provide sufficient funding through key 2 readouts**
- Valuation of **$165mm** pre-money with **multiple value in points over the next 24 months**

1. DOI: 10.1038/s41467-018-06804-y; 2. DOI: 10.1016/j.alit.2020.01.001; 3. DOI: 10.3389/fimmu.2020.01557/full; 4. Chronic Spontaneous Urticaria; 5. Chronic obstructive pulmonary disease

IL7Rα: A unique target for modulating two key immune pathways

IL7 Pathway

- IL7 is a critical modulator of T-cell homeostasis, proliferation, and survival[1]
- Inhibition of IL7R promotes a normalisation in T_{reg}:$T_{effector}$ T-cell ratios
- Polymorphisms in IL7R associated with multiple disease states, including alopecia areata, MS[4], sarcoidosis[5], PBC[6], T1DM[7], and UC[8]



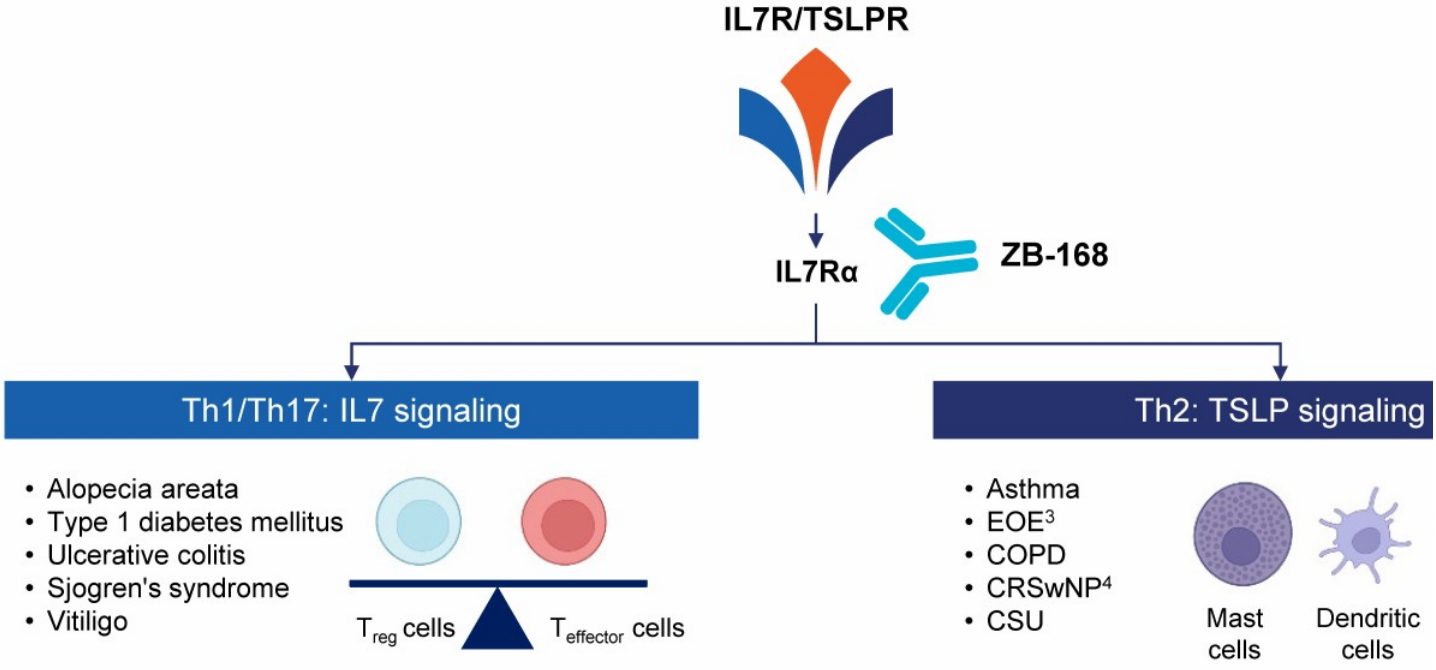
ZB-168 has potential to treat diseases driven by IL7 or TSLP signaling

TSLP Pa

- TSLP is a reg immune resp
- TSLP involve at barrier sur airways, gut)
- TSLP inhibiti validated for of severe ast
- Ongoing clini investigation rhinosinusitis CSU[10]

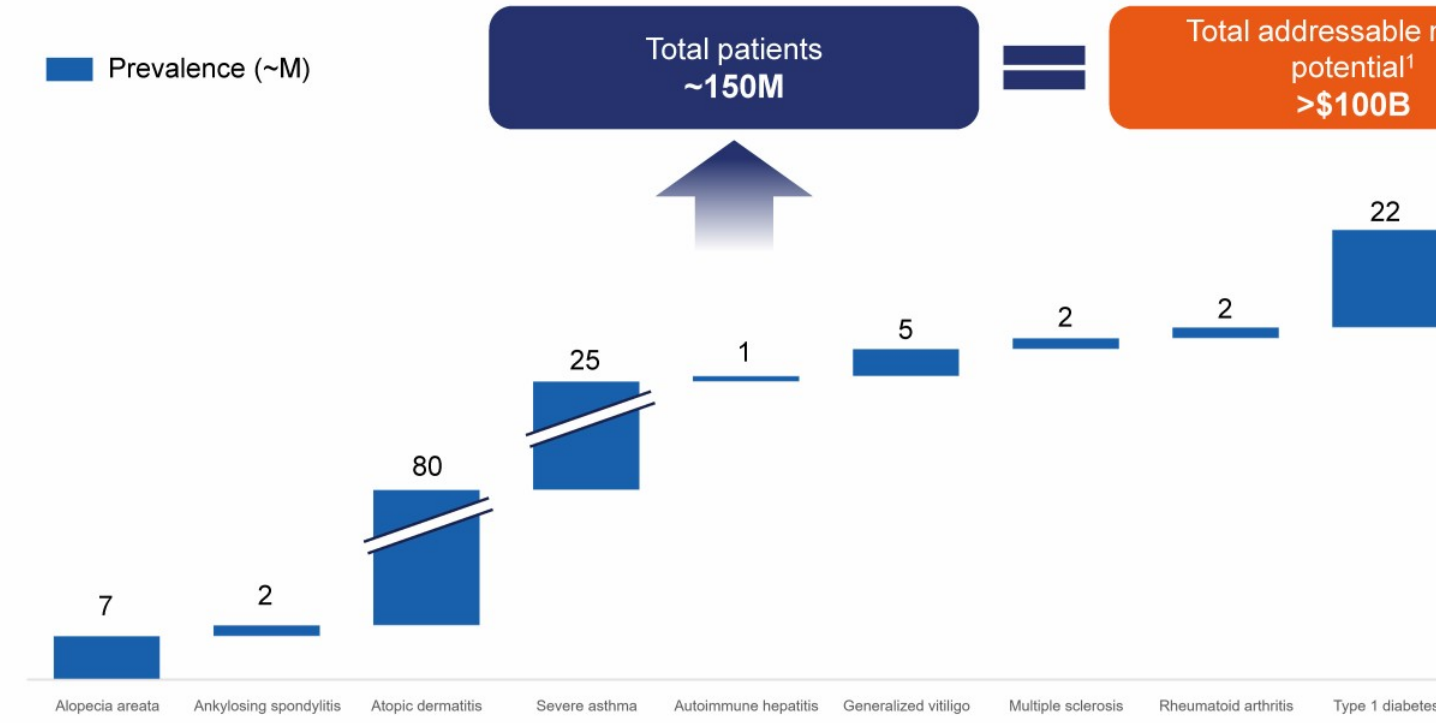
1. DOI: 10.1038/s41467-018-06804-y; 2. T helper type 2; 3. DOI: 10.1016/j.alit.2020.01.001; 4 Multiple sclerosis ; 5. Sarcoidosis; 6. Primary biliary cirrhosis; 7. Type 1 diabetes mellitus; 8. Ulcerative colitis; 9. Chronic disease; 10. Chronic spontaneous urticaria

Broad development potential for ZB-168 across Th1[1], Th17[2] and diseases



1. T helper 1; 2. T helper 17; 3. Eosinophilic esophagitis; 4. Chronic rhinosinusitis with nasal polyps

IL7R and TSLP are linked to numerous immune diseases with a global market potential



1. Estimated as of 2025

Zura Bio and JATT to form an experienced and lean leadership t

Leadership team

***Someit Sidhu, BM BCh** *Chief Executive Officer*	• Serial biotech founder and operator • Founder, CEO of JATT Acquisition Corp. • Co-founder and CEO of Izana Bioscience (sold to Roivant Sciences)
***Javier Cote Sierra, PhD** *Chief Scientific Officer*	• NIH academic turned pharma industry veteran • Director of JATT Acquisition Corp. • Former Global Head of External Innovation, Immunology at Sanofi • Former Senior Director, Immunology at GSK & Pfizer
Oliver Levy *Chief Financial Officer*	• Extensive cross-industry private market investing experience • Founding partner of MarchHarvey • Former senior M&A and healthcare banker at UBS
Sandeep Kulkarni, MD *Chairman*	• Biotech leader, physician, and life sciences investor • Former COO of Immunovant and VP of Special Projects at Roivant Sciences • Former biotech investor at KVP Capital and QVT Financial

*Currently members of the board of directors of JATT Acquisition Corp. Expected to become part of the leadership team in connection with the contemplated business combination

Zura Bio and JATT to form an experienced and lean leadership t

Key team members

Dave Brady *Head of Business Development*	• Industry veteran with 35 years of pharma and biotech experience • Former senior director of business development, Takeda • Former AVP of business development, Wyeth/Pfizer	Takeda
Marlyn Mathew *Vice President, Finance and Accounting*	• Extensive finance operations experience for public and private biotech companies • Former controller, Immunovant • Senior accountant	
***Christine Charman** *Development Lead and Chief of Staff (Consultant)*	• Industry veteran with 20 years of pharma and biotech experience • Former Senior Director Global Program Lead, Takeda • Former Senior Global Program Director, Novartis	Takeda
***Harjit Singh** *Clinical Operations (Consultant)*	• Extensive clinical operational experience for pharma and biotech companies • Former Senior Director Clinical Science, AstraZeneca • Former Head of Clinical Operations, Evelo Biosciences	AstraZe EV
Deb Nevin *Manufacturing Lead (Consultant)*	• Extensive biopharma manufacturing experience • Managing Director, Amethyst Pharma • Manager, biologics manufacturing, UCB	ucb

*Contractors expected to become employees upon successful close of financing

ZB-168 only asset in class pursuing alopecia areata

	ZB-168	ADX-914	OSE-127	GSK2618960	Tezepelumab
Type of antibody	Human	Human	Humanised	Humanised	Human
Target	IL7Rα	IL7Rα	IL7Rα	IL7Rα	TSLP
Mode of administration	SC[2]	SC	IV[3]	IV	SC
Lead indications	Alopecia areata	Not yet disclosed	Ulcerative colitis; pSS[4]	Programme inactive	Asthma, CRSwNP
***Current phase**	To start Phase 2	Phase 1	Phase 2	Phase 1b	Approved, Phase 3
Humans exposed	HVs[5]: 60 subjects Patients: 33 subjects	HVs: ~72 subjects Patients: None to date	HVs: ~63 subjects Patients: Not yet disclosed	HVs: 18 subjects Patients: None	Patients: >1,000

*As of June 2022; 1. Thymic stromal lymphopoietin receptor; 2. Subcutaneous; 3. Intravenous; 4. Primary Sjogren's syndrome 5. Healthy volunteers

ZB-168 has the potential to be the first precision medicine treatm alopecia areata

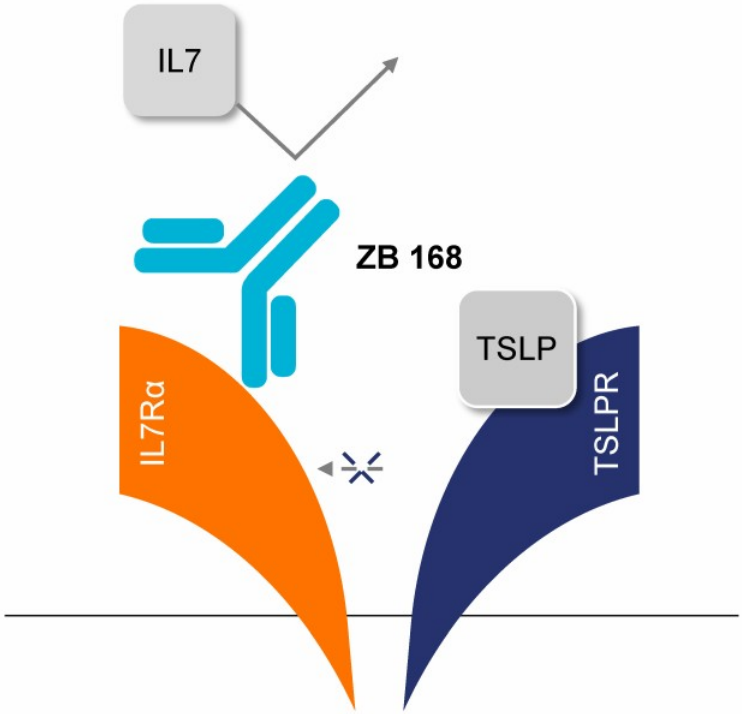
- Highly prevalent disease, affecting ~700k[1] people in the US
- Only one treatment approved for severe alopecia areata, wit warnings
- Three JAK inhibitors in total are likely to launch over the con thereby raising disease awareness and establishing an addr
- Strong translational evidence supporting the role of IL7Rα bl reversal of disease pathophysiology
- Opportunity to position ZB-168 as the first and only precisior approach in an established market
- Target profile to deliver comparable efficacy to JAK inhibitors favorable tolerability profile

1. U.S. Census Bureau, Current Population Survey, Annual Social and Economic Supplement, Internet release April 2020.

Multiple read outs expected in 2023 and 2024 from competitors p IL7R and TSLP pathway inhibitors

	Phase 1 / Phase 2 / Phase 3	Trial size	Timing of readout
Anti-IL7R	Ulcerative colitis	n = 150	2023
	Primary Sjogren's syndrome	n = 45	2023
	Undisclosed indications		*Expected initiation in 2022*
Anti-TSLP	Asthma (approved, multiple trials ongoing)		
	Rhinosinusitis with nasal polyposis	n = 400	2024
	Chronic spontaneous urticaria	n = 270	2023
	COPD	n = 338	2024
	EOE		FDA ODD awarded, not yet initiat
Anti-TSLPR	Asthma		

OSE



Lead program

Our lead program, ZB-168

ZB-168, a fully human IL7Rα antibody

- Originally developed by Pfizer
- IL7Rα inhibition has potential to inhibit two critical immune pathways (IL7 and TSLP)
- Potential applicability in broad range of T-cell mediated diseases and atopic diseases

Well-tolerated in phase 1 and phase 1b studies

- >90 subjects dosed with ZB-168
- Adverse events generally mild and not treatment-related

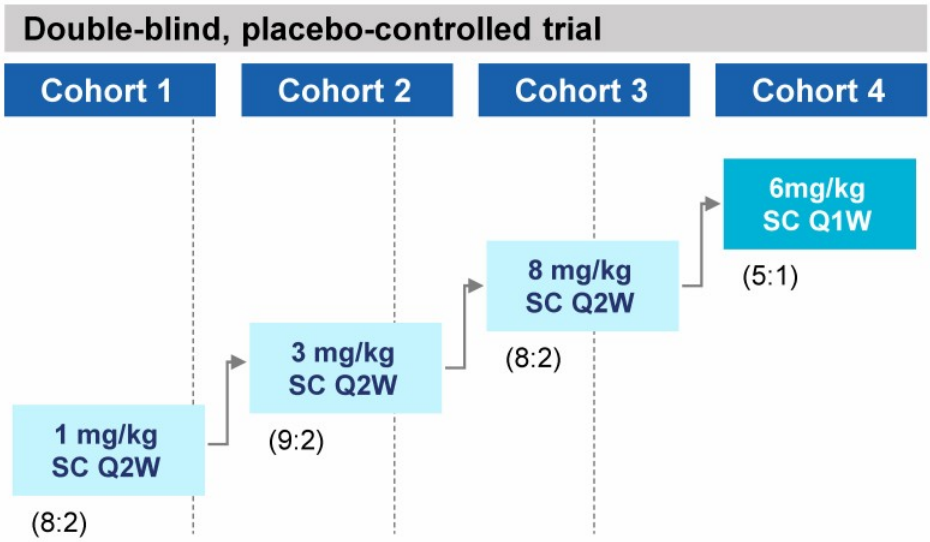
Phase 1b data demonstrate clear evidence of impact on key T-cell compartments

- Only anti-IL7R program that has reported safety, PK, and PD data in patients with an autoimmune disease (not just healthy volunteers)
- Potentially clinically relevant changes observed in memory T-cell counts and T_{reg}:T_{memory} ratios

Planning to s phase 2 stud

- Lead indicati areata
- One addition study planne 2023

Phase 1b trial in T1DM: design



- Generally healthy adults within clinical diagnosis of type 1 dial
  - Stably treated with insul
  - HbA1c < 9%
- 37 patients received study dru
- 12 weeks of dosing every othe up to 11 weeks of weekly dosi
- 6 weeks of additional follow-up

Phase 1b trial in T1DM: safety

Treatment-related AE incidence, n(%)

AE, MedDRA version 19.1 preferred term	ZB-168 1 mg/kg Q2wk (n = 8)	ZB-168 3 mg/kg Q2wk (n= 9)	ZB-168 8 mg/kg Q2wk (n = 8)	ZB-168 6 mg/kg Qlwk (n= 5)	Placel (n = 7)
Headache	2 (25.0)	2 (22.2)	3 (37.5)	0	0
Hypoglycemia	1 (12.5)	1(11.1)	0	1 (20.0)	2 (28 .
Fatigue	1 (12.5)	0	1 (12.5)	0	2 (28 .
Lymphocytes decreased	1 (12.5)	0	1 (12.5)	2 (40.0)	0
Nasopharyngitis	0	0	2 (25 .0)	1 (20.0)	1 (14.3
Nausea	1 (12.5)	2 (22.2)	0	1 (20.0)	0
Cough	1 (12.5)	0	1 (12.5)	1 (20.0)	0
Diarrhea	0	0	1 (12.5)	1 (20.0)	1 (14.3
Injection site erythema	0	0	1 (12.5)	1 (20.0)	1 (14.3
Injection site pain	0	0	1 (12.5)	1 (20.0)	1 (14.3
Lymphadenopathy	1 (12.5)	0	1 (12 .5)	1 (20.0)	0
Oropharyngeal pain	1 (12.5)	0	1 (12.5)	1 (20.0)	0
WBC decreased	1 (12.5)	0	0	1 (20.0)	1 (14.3
Abdominal distension	0	1 (11.1)	0	0	1 (14.3
Hyperhidrosis	1 (12.5)	0	0	0	1 (14.3
Injection site bruising	0	1 (11.1)	0	1 (20.0)	0
Injection site pruritus	0	0	1 (12.5)	0	1 (14.3
Lethargy	0	1 (11.1)	0	1 (20.0)	0
Neutrophils decreased	0	0	0	1 (20.0)	1 (14.3
Rash	1 (12.5)	0	0	0	1 (14.3
Vomiting	0	1(11.1)	0	0	1 (14.3

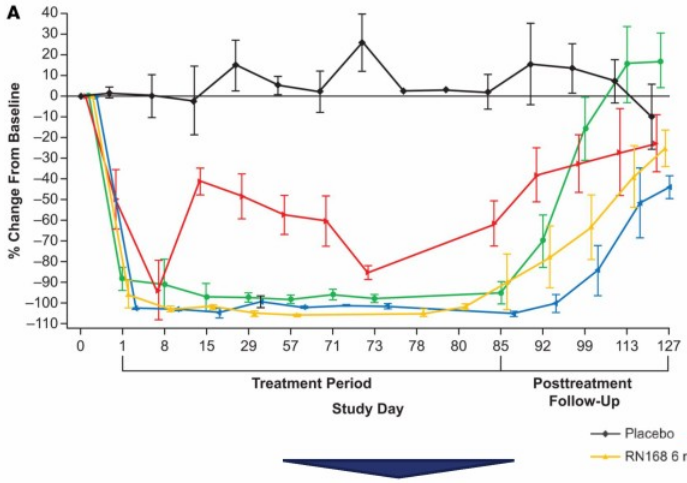
- Majority of the AEs were grade 1 or grade 2
- No deaths or dose reductions due to AEs
- 1 SAE (3mg/kg cohort) of atrial fibrillation, assessed as unrelated to drug
- 73% of subjects developed anti-drug antibodies; no observed impact on re occupancy, PK or PD

Note: AE, adverse event; MedDRA, Medical Dictionary for Regulatory Activities; Q2Wk, every other week; QW, weekly. SD in parentheses.

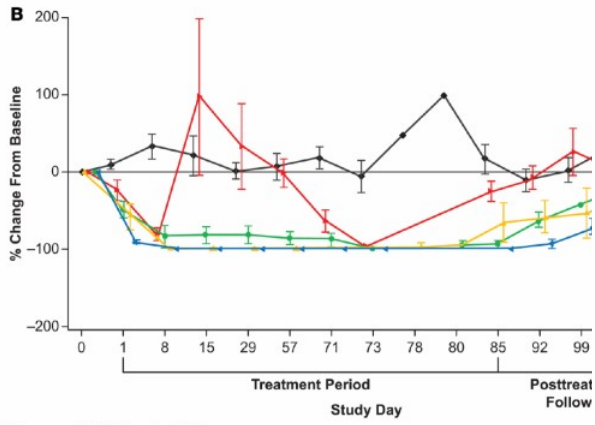
Phase 1b trial in T1DM: pharmacodynamics

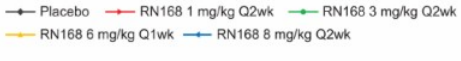
Unbound IL7R levels

Receptor occupancy *(measured as unbound IL7R)*



pSTAT5 signalling





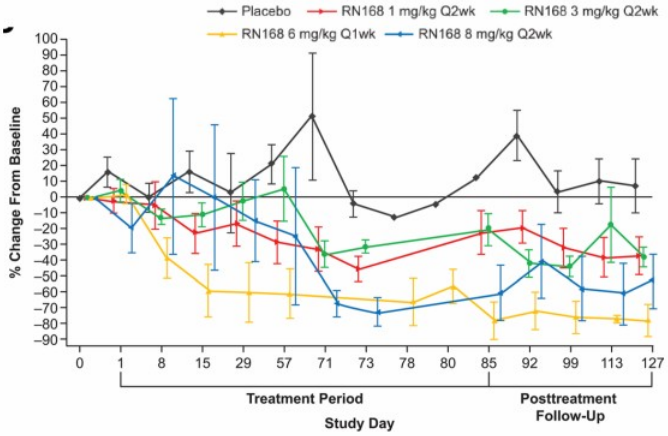
- Doses >= 3mg/kg q2w achieved >90% receptor occupancy through treatment period

- Near complete pSTAT5 suppression achie of 3 mg/kg q2w, 6 mg/kg qw, and 8 mg/kg

Phase 1b trial in T1DM: pharmacodynamics

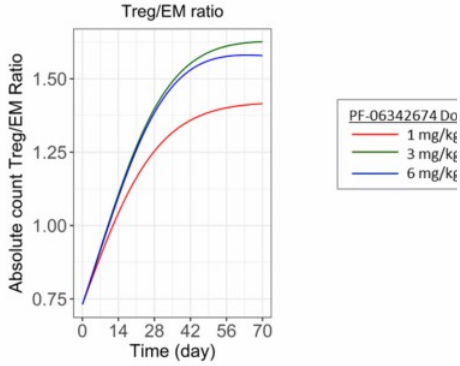
Impact on key T-cell subpopulations

CD8+ $T_{effector}$ cells



- Up to 70% reduction in CD8+ $T_{effector}$ memory cells
- Similar reductions seen for naïve and central memory T-cells

Ratio of T_{reg} to $T_{effector}$ cells

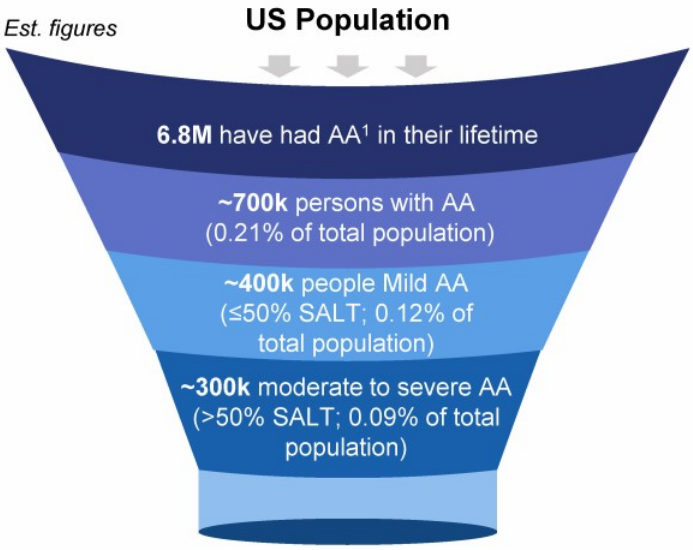


- Increases in ratios observed for all doses t
- ZB-168 shows 20x greater potency for T_{effe} T_{reg} cells

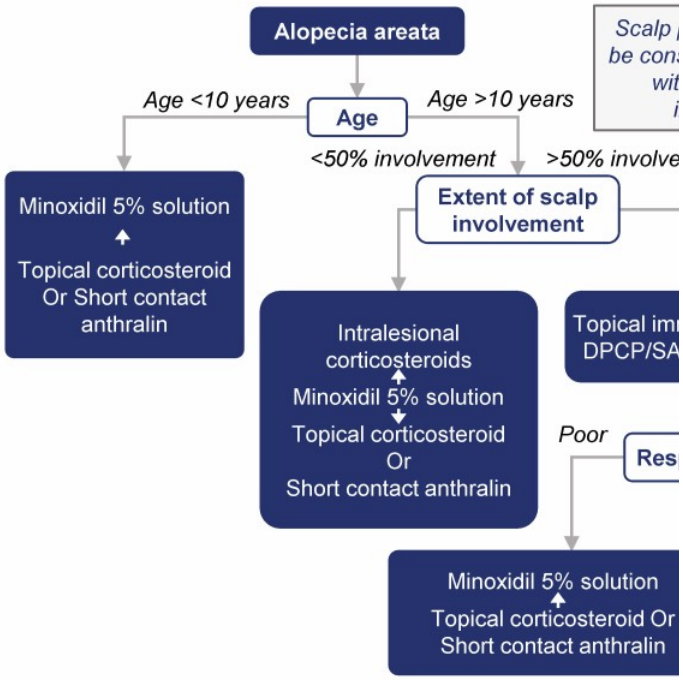
Alopecia areata

Alopecia areata presents an attractive and accessible market

Demographics



Treatment protocol for AA[2]



1. Alopecia areata; 2. Source: Medscape

Alopecia areata: a common autoimmune disease driven by Teffe

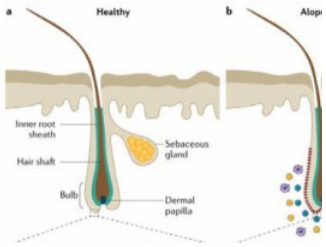
Clinical presentation

- Disease characterized by immune-mediated hair loss
- Subtypes:
  - Areata: patchy hair loss on scalp
  - Totalis: total loss of scalp hair
  - Universalis: complete hair loss (not limited to scalp)

Current treatments

- Only one treatment approved for severe alopecia areata, with boxed warnings
- Standard of care: injected and topical steroids and topical immunotherapies
- JAK inhibitors effective, but come with significant safety risks

Well characterize



- Invasion of T-cells into (normally immune priv
- Resulting inflammatio normal hair growth cy
- Importantly, inflammat destroy hair follicle

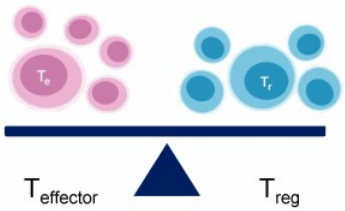
Strong mechanistic evidence to support key role for IL7 in alopec

C3H/HeJ mouse → **Anti-IL7R treatment** → **Reversal of hair loss** → **Rebalancing of the T_{reg}:$T_{effector}$ ratio**

Generation of key translational skin graft model of AA

8 weeks of treatment with either anti-IL7R or control antibodies

Statistically significant regrowth of hair in treatment arm



Same group & animal model that informed the JAKi clinical studies

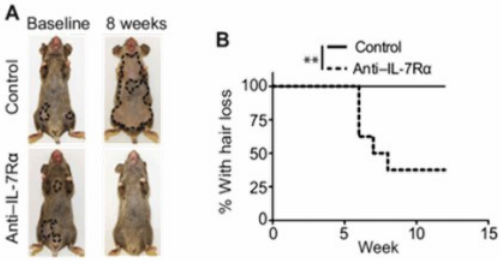
SCIENCE ADVANCES | RESEARCH ARTICLE

IMMUNOLOGY

Blockade of IL-7 signaling suppresses inflammatory responses and reverses alopecia areata in C3H/HeJ mice

Zhenpeng Dai[1], Eddy Hsi Chun Wang[1], Lynn Petukhova[1], Yuqian Chang[1], Eunice Yoojin Lee[1], Angela M. Christiano[1,2]*

COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK



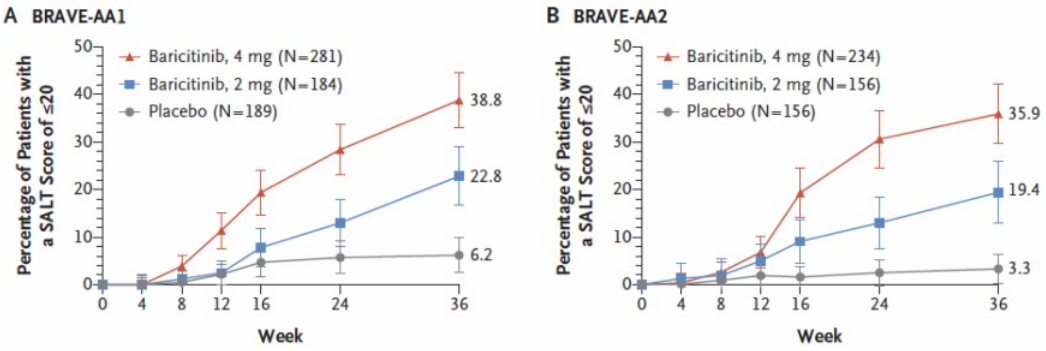
Critical role o

1. IL7 **highly u** in AA lesion
2. Administrati **exogenous accelerates**
3. Blockade of by administr **IL7Rα antib** ameliorates and **reverse established**

Source: DOI:10.1126/sciadv.abd1866

Oral JAK inhibitors: effective but with meaningful safety risks

Primary endpoint achieved in baricitinib phase 3 studies[1], FDA-approved, but…



- Separation from placebo evident by week 16
- Only 20-40% of patients achieved primary endpoint (SALT score ≤20)
- Placebo response <10%

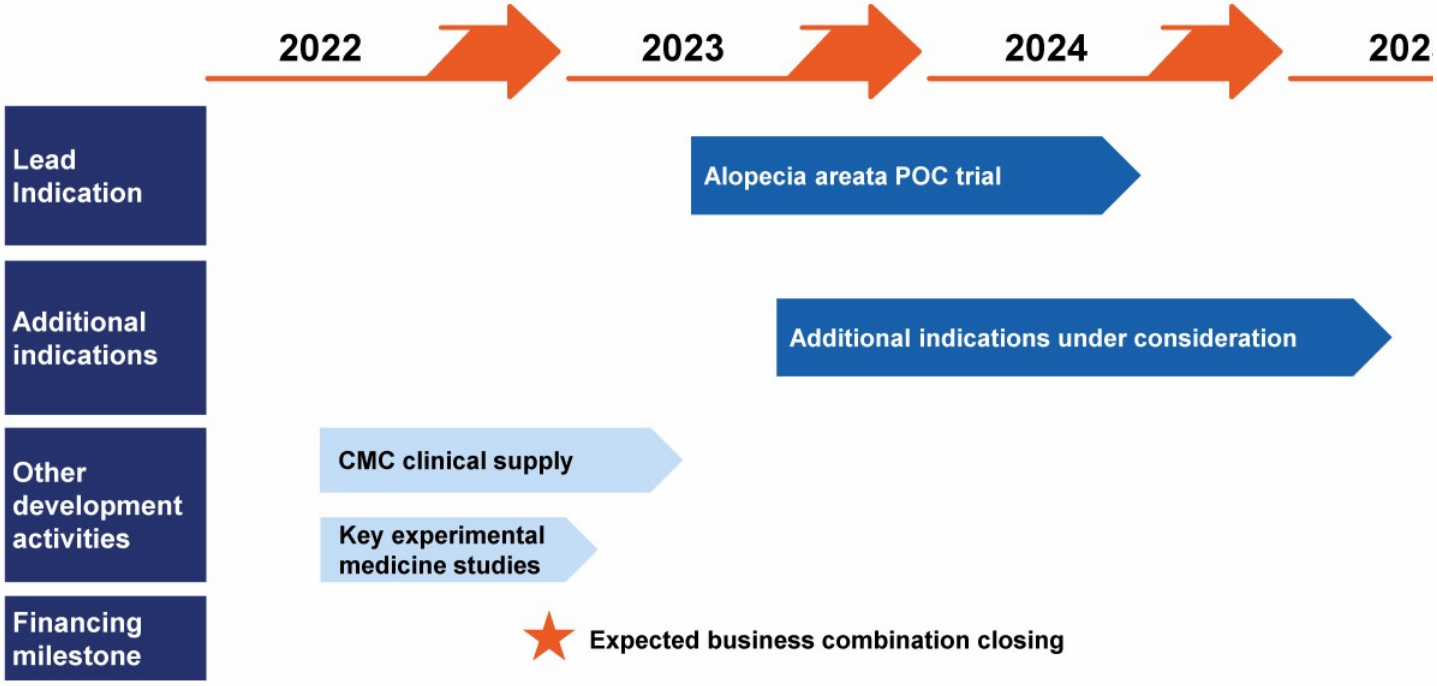
…safety concerns

WARNING: SERIOUS INFECTIONS, MO
MAJOR ADVERSE CARDIOVASCULAR
THROMBOSIS
See full prescribing information for con

- **Increased risk of serious bacterial, fu opportunistic infections leading to ho including tuberculosis (TB). Interrupt OLUMIANT if serious infection occurs controlled. Test for latent TB before a latent TB prior to use. Monitor all pati treatment, even patients with initial n (5.1)**
- **Higher rate of all-cause mortality, inc cardiovascular death with another Ja (JAK) vs. TNF blockers in rheumatoid (5.2)**
- **Malignancies have occurred in patien OLUMIANT. Higher rate of lymphoma another JAK inhibitor vs. TNF blocke**
- **Higher rate of MACE (defined as card myocardial infarction, and stroke) wit vs. TNF blockers in RA patients. (5.4)**
- **Thrombosis has occurred in patients Increased incidence of pulmonary em arterial thrombosis with another JAK blockers. (5.5)**

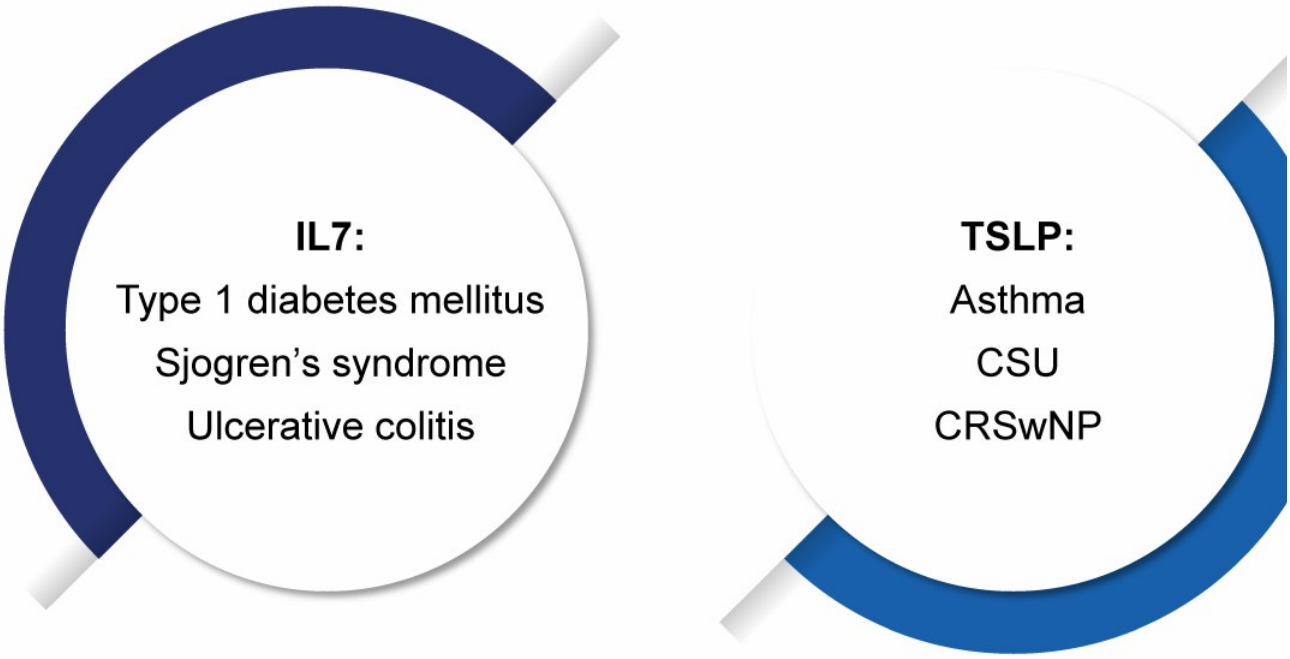
1. DOI: 10.1056/NEJMoa211034; 2. Olumiant, Package insert

We are planning to initiate two phase 2 studies in 2023



Note: Clinical development plan subject to confirmation, pending regulatory and further clinical feedback

Other indications under consideration



Transaction Summary

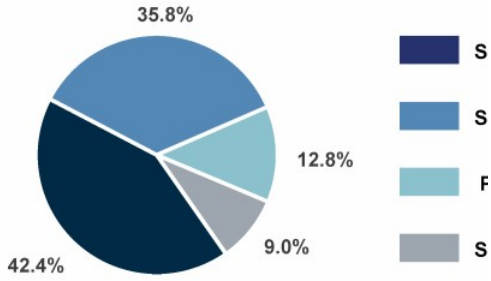
Sources (million)	
SPAC Cash in Trust	$139.4
Cash on Balance Sheet	0.0
Private Placement of Common Equity (PIPE)	50.0
Selling Shareholder Equity Rollover	165.0
Total Sources of Funds	**$354.4**

Uses (million)
Cash on Balance Sheet
Selling Shareholder Equity Rollover
Transaction Fees and Expenses
Total Uses of Funds

Pro Forma Valuation (million)	
Illustrative Share Price	$10.0
Pro Forma Shares Outstanding	38.9
Pro Forma Equity Market Capitalization	**$389.2**
Pro Forma Net Debt / (Cash)	(174.4)
Pro Forma Enterprise Value	**$214.8**

Key Transaction Terms (mil
Valuation
Minimum cash requirement for Zura Bio

Illustrative Pro Forma Ownership	
Selling Shareholders	42.4%
SPAC Shareholders	35.8%
PIPE Shareholders	12.8%
SPAC Sponsor	9.0%
Total	**100%**



Note: Assuming no redemptions

Risk Factors (1/3)

The below list of risk factors has been prepared as part of the Proposed Business Combination. The risks presented below are certain of the general risks related to the business of the Company, JATT and the Pr and such list is not exhaustive. The list below is qualified in its entirety by disclosures contained in future documents filed or furnished by JATT and the Company with the SEC. Such future disclosures, including a statement/prospectus on Form S-4 relating to the Proposed Business Combination, will describe additional risks and uncertainties to those set forth below. If the Company or the combined business following the c Business Combination cannot address any of the following risks and uncertainties effectively, or any other risks and difficulties that may arise in the future, its business, financial condition or results of operations c affected. The risks described below are not the only risks that the Company or the combined business following the consummation of the Proposed Business Combination faces. Additional risks that the Company or that it currently believes to be immaterial may also impair its business, financial condition or results of operations. You should review the Presentation and perform your own due diligence prior to making an inve Company.

RISKS RELATED TO THE COMPANY'S BUSINESS AND OPERATIONS

- We are dependent on our key personnel and anticipate hiring new key personnel. If we are not successful in attracting and retaining qualified personnel, we may not be able to successfully implement our bus
- In order to successfully implement our plans and strategies, we will need to grow the size of our organization and we may experience difficulties in managing this growth.
- Our internal computer systems, or those of any of our contract research organizations ("CROs"), manufacturers, other contractors or consultants or potential future collaborators, may fail or suffer security or d unauthorized or improper access to, use of, or destruction of our proprietary or confidential data, employee data or personal data, which could result in additional costs, loss of revenue, significant liabilities, h disruption of our operations.
- We currently rely, and plan to rely in the future, on third parties to conduct and support our preclinical studies and clinical trials. If these third parties do not properly and successfully carry out their contractual deadlines, we may not be able to obtain regulatory approval of or commercialize ZB-168.
- We currently rely on third parties to produce and process ZB-168. Our business could be adversely affected if the third-party manufacturers fail to provide us with sufficient quantities of ZB-168 or fail to do so prices.
- We may, in the future, form or seek collaborations or strategic alliances or enter into licensing arrangements, and we may not realize the benefits of such collaborations, alliances or licensing arrangements.
- Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

RISKS RELATED TO THE PROPOSED BUSINESS COMBINATION

- The consummation of the Proposed Business Combination is subject to a number of conditions, including entry into a definitive business combination agreement (the "Business Combination Agreement"), an satisfied on a timely basis, or at all, or waived, the Business Combination Agreement may be terminated in accordance with its terms and the Proposed Business Combination may not be completed.
- There is no guarantee that a JATT shareholder's decision to redeem its shares for a pro rata portion of the trust account will put such shareholder in a better or worse economic position.
- If the Proposed Business Combination benefits do not meet the expectations of investors or securities analysts, the market price of JATT's securities or, following the consummation of the Proposed Business company's securities may decline.
- A market for the combined company's shares may not develop or be sustained, which would adversely affect the liquidity and price of the combined company's shares.
- Sales of a substantial number of the combined company's shares in the public market, including those issued upon exercise of warrants or options, could cause our share price to decline.
- The combined company's future ability to pay cash dividends to shareholders is subject to the discretion of its board of directors and will be limited by its ability to generate sufficient earnings and cash flows.
- Potential legal proceedings in connection with the Proposed Business Combination, the outcomes of which are uncertain, could delay or prevent the completion of the Proposed Business Combination.
- If JATT's due diligence investigation of the Company's business was inadequate and material risks are not uncovered, shareholders of the combined company following the Proposed Business Combination investment.
- JATT and the Company will incur significant transaction and transition costs in connection with the Proposed Business Combination, and the combined company will incur increased costs as a result of opera management will devote substantial time to new compliance initiatives.
- JATT identified a material weakness in its internal control over financial reporting. This material weakness could continue to adversely affect JATT's ability to report its results of operations and financial condi manner.
- JATT may face litigation and other risks as a result of the material weakness in internal control over financial reporting.
- We could in the future need to disclose, and be required to remediate, material weaknesses or significant deficiencies in our internal control over financial reporting.
- The Proposed Business Combination may be completed even though material adverse effects may result from the announcement of the Proposed Business Combination, industry-wide changes and other ca
- JATT is an "emerging growth company" and a "smaller reporting company" and it cannot be certain if the reduced disclosure requirements applicable to emerging growth companies and smaller reporting com company following the consummation of the Proposed Business Combination less attractive to investors.
- Following the Proposed Business Combination, we may become a foreign private issuer within the meaning of the rules under the Securities Exchange Act of 1934, and as such we would be exempt from cer U.S. domestic public companies.

Risk Factors (2/3)

RISKS RELATED TO THE COMPANY'S FINANCIAL POSITION

- We have a limited operating history, have not initiated, conducted or completed any clinical trials, have no products approved for commercial sale, have no products approved for commercial sale, and have n commercialization.
- We have incurred losses since inception, and we expect to incur significant losses for the foreseeable future and may not be able to achieve or sustain profitability in the future. We have not generated any re never generate revenue or become profitable.
- Our recurring losses from operations and financial condition raise substantial doubt about our ability to continue as a going concern.
- We will need substantial additional capital to finance our operations, and if we are unable to raise such capital when needed, or on acceptable terms, we may be forced to delay, reduce and/or eliminate one programs or future commercialization efforts.
- Our business relies on certain licensing rights from Pfizer that can be terminated in certain circumstances. If we breach the agreement, or if we are unable to satisfy our diligence obligations under which we li Pfizer, we could lose the ability to develop and commercialize ZB-168.

RISKS RELATED TO THE COMPANY'S FINANCIAL REPORTING

- We rely on assumptions, estimates, and business data to calculate our key performance indicators and other business metrics, and real or perceived inaccuracies in these metrics may harm our reputation ar
- Our results of operations and financial condition are subject to management's accounting judgments and estimates, as well as changes in accounting policies.
- Our management will be required to evaluate the effectiveness of our internal control over financial reporting. If we are unable to maintain effective internal control over financial reporting, investors may lose our financial reports.
- We may identify material weaknesses in our internal control over financial reporting in the future or fail to maintain an effective system of internal control over financial reporting, which may result in material m consolidated financial statements or cause the Company to fail to meet its periodic reporting obligations.
- If the Company fails to maintain an effective system of disclosure controls and internal control over financial reporting, the Company's ability to produce timely and accurate financial statements or comply with impaired, which may adversely affect investor confidence in the Company and, as a result, the market price of the combined company's shares.
- Some members of our management team have limited experience in operating a public company.
- We could be subject to additional tax liabilities and our ability to use net operating loss carryforwards and other tax attributes may be limited in connection with the Proposed Business Combination or other ov

RISKS RELATED TO THE COMPANY'S COMMERCIAL OPERATIONS AND PRODUCTS

- We have never successfully completed the regulatory approval process for any of our product candidates and we may be unable to do so for any product candidates we acquire or develop.
- We are substantially dependent on the success of ZB-168, and our anticipated clinical trials of ZB-168 may not be successful.
- We may find it difficult to enroll patients in our clinical trials. If we experience delays or difficulties in the enrollment of patients in clinical trials, our successful completion of clinical trials or receipt of marketing prevented.
- The results of preclinical testing and early clinical trials may not be predictive of the success of our later clinical trials, and the results of our clinical trials may not satisfy the requirements of the U.S. Food and European Medicines Agency ("EMA"), or other comparable foreign regulatory authorities.
- Preclinical and clinical development involves a lengthy and expensive process with uncertain outcomes, and results of earlier studies and trials may not be predictive of future clinical trial results.
- Preliminary, interim data from our clinical trials that we announce or publish may change as more patient data become available and are subject to audit and verification procedures.
- We may develop ZB-168 in combination with other therapies, which exposes us to additional risks related to other agents or active pharmaceutical or biological ingredients used in combination with our produ
- The ongoing COVID-19 pandemic may adversely affect JATT's and the Company's ability to consummate the Proposed Business Combination.
- Public health crises such as pandemics, such as the ongoing COVID-19 pandemic, or similar outbreaks, and the global effort to contain them, have affected and could continue to seriously and adversely affe studies and anticipated clinical trials, business, financial condition and results of operations.
- We face substantial competition, which may result in others discovering, developing, licensing or commercializing products before or more successfully than we do.
- ZB-168 may have a safety profile that could prevent regulatory approval, marketing approval or market acceptance, or limit its commercial potential.

RISKS RELATED TO THE COMPANY'S INTELLECTUAL PROPERTY AND TECHNOLOGY

- Our ability to protect our patents and other proprietary rights is uncertain, exposing us to the possible loss of competitive advantage.
- We enjoy only limited geographical protection with respect to certain patents and may not be able to protect our intellectual property rights throughout the world.
- Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and reduced or eliminated if we fail to comply with these requirements.
- Issued patents covering one or more of our drug candidates could be found invalid or unenforceable.
- We may be subject to damages resulting from claims that we or our employees have wrongfully used or disclosed confidential information of our competitors or are in breach of non-competition or non-solicita competitors.

Risk Factors (3/3)

RISKS RELATED TO THE COMPANY'S INTELLECTUAL PROPERTY AND TECHNOLOGY (continued)

- Patent terms may be inadequate to protect our competitive position with respect to ZB-168 for an adequate amount of time.
- If we do not obtain patent term extension in the United States under the Hatch-Waxman Act and in foreign countries under similar legislation, thereby potentially extending the term of our marketing exclusivity be materially harmed.
- Due to the significant resources required for the development of ZB-168, we must prioritize the pursuit of treatments for certain indications. We may expend our limited resources to pursue a particular indicati indications that may be more profitable or for which there is a greater likelihood of success.
- Changes to patent laws in the United States and other jurisdictions could diminish the value of patents in general, thereby impairing our ability to protect ZB-168.
- We may not identify relevant third-party patents or may incorrectly interpret the relevance, scope or expiration of a third-party patent, which might adversely affect our ability to develop and market ZB-168.
- We may be subject to claims challenging the inventorship of our patents and other intellectual property.
- We may be subject to patent infringement claims or may need to file claims to protect our intellectual property, which could result in substantial costs and liability and prevent us from commercializing ZB-168.
- We license patent rights from third-party owners and we rely on such owners to obtain, maintain and enforce the patents underlying such licenses.
- Our license from Pfizer may be subject to retained rights.
- We may not be able to effectively secure first-tier technologies when competing against other companies or investors.
- Numerous factors may limit any potential competitive advantage provided by our intellectual property rights.
- If approved, our product candidates that are regulated as biologics may face competition from biosimilars approved through an abbreviated regulatory pathway.

RISKS RELATED TO THE COMPANY'S REGULATORY COMPLIANCE AND LEGAL MATTERS

- The regulatory approval processes of the FDA, EMA, and other comparable foreign regulatory authorities are complex, time-consuming and inherently unpredictable. If we are not able to obtain, or if there are regulatory approvals for ZB-168, we may not be able to commercialize, or may be delayed in commercializing, ZB-168, and our ability to generate revenue will be materially impaired.
- We will be subject to extensive ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense and we may be subject to penalties if we fail to comply with r experience unanticipated problems with ZB-168.
- Due to unfavorable pricing regulations and/or third-party coverage and reimbursement policies, we may not be able to offer ZB-168 at competitive prices which would seriously harm our business.
- The FDA, EMA and other regulatory agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses.
- Our employees, independent contractors, consultants, commercial collaborators, principal investigators, CROs, suppliers and vendors may engage in misconduct or other improper activities, including noncor standards and requirements.
- Our business operations and current and future arrangements with investigators, healthcare professionals, consultants, third-party payors, patient organizations and customers will be subject to applicable he could expose us to penalties.
- The size of the potential market for ZB-168 is difficult to estimate and, if any of our assumptions are inaccurate, the actual markets for our product candidates may be smaller than our estimates.
- Healthcare legislative reform discourse and potential or enacted measures may have a material adverse impact on our business and results of operations and legislative or political discussions surrounding th of pricing reforms may adversely impact our business.
- If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on the success of our bus
- We are subject to laws and regulations related to privacy, data protection, information security and consumer protection across different markets where we conduct our business. Our actual or perceived failu obligations could harm our business.
- Failure to comply with federal, state, local and international laws and regulations could adversely affect our business and our financial condition.
- We and our laboratory partners are subject to a variety of laboratory testing standards, compliance with which is an expensive and time-consuming process, and any failure to comply could result in substanti
- Changes in applicable laws or government regulations may materially and adversely affect our sales and results of operations.