Table of Contents

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

FORM 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended _____

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report September 28, 2021

Commission file number: 001-40852

LUMIRADX LIMITED
(Exact name of Registrant as specified in its charter)

Cayman Islands
(Jurisdiction of incorporation or organization)

LumiraDx Limited
c/o Ocorian Trust (Cayman) Limited
PO Box 1350, Windward 3, Regatta Office Park
Grand Cayman KY1-1108
Cayman Islands
(345) 640-0540
(Address of principal executive offices)

LumiraDx, Inc.
221 Crescent Street. 5th Floor
Waltham, MA 02453
Telephone: 1 888-586-4721
(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common shares, par value $0.0000028 per share	LMDX	The Nasdaq Stock Market LLC
Warrants exercisable to purchase common shares	LMDXW	The Nasdaq Stock Market LLC

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital stock or common stock as of the close of business covered by this shell company report.

On September 28, 2021, the issuer had 207,457,880 A ordinary shares of par value $0.0000028 each and 45,241,767 common shares of par value $0.0000028 each, outstanding.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☐

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Emerging growth company	☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐	International Financial Reporting Standards as issued by the International Accounting Standards Board ☒	Other ☐

If “Other” has been checked in response to the previous question indicate by check mark which financial statement item the registrant has elected to follow. Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☐

TABLE OF CONTENTS

EXPLANATORY NOTE

On September 28, 2021, LumiraDx Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("LumiraDx" or the "Company"), consummated the previously announced merger pursuant to the Agreement and Plan of Merger, dated as of April 6, 2021, as amended pursuant to the Amendment to the Merger Agreement dated August 19, 2021, as further amended pursuant to the Amendment No. 2 to the Merger Agreement dated August 27, 2021 (collectively, the "Merger Agreement"), by and among LumiraDx, LumiraDx Merger Sub, Inc., a newly formed Delaware corporation and wholly owned subsidiary of LumiraDx ("Merger Sub"), and CA Healthcare Acquisition Corp., a Delaware corporation ("CAH"), which, among other things, provides for Merger Sub to be merged with and into CAH with CAH being the surviving corporation in the merger (the "Merger").

Immediately prior to the effective time of the Merger (the "Effective Time"): (A) each series A 8% cumulative convertible preferred share with a par value of US$0.0000045 each in the capital of LumiraDx that was issued and outstanding converted into one A ordinary share in the capital of LumiraDx ("ordinary shares") in accordance with the then current memorandum of association and articles of association of LumiraDx; (B) each series B 8% cumulative convertible preferred share with a par value of US$0.0000045 each in the capital of LumiraDx that were issued and outstanding converted into common shares in the capital of LumiraDx ("common shares") in accordance with the then current memorandum of association and articles of association of LumiraDx; (C) the 5% unsecured subordinated convertible loan notes of LumiraDx converted into 9,195,340 common shares; and (D) the 10% unsecured subordinated convertible loan notes of LumiraDx converted into 7,802,080 common shares. Immediately thereafter (but prior to the Effective Time), LumiraDx effected a subdivision of each ordinary share and each common share into such number of ordinary shares and common shares (as applicable) calculated in accordance with the terms of the Merger Agreement at a conversion factor of 1.60806264:1 to achieve an exchange ratio in the Merger of one common share for each share of common stock of CAH (the "Merger Subdivision") which subdivided the par value of each ordinary share and common share to US$0.0000028 per share. We refer to these steps collectively as the "Capital Restructuring."

Pursuant to the Merger Agreement and following the Capital Restructuring, each outstanding share of CAH Class B common stock converted into shares of CAH common stock immediately prior to the Effective Time, and at the Effective Time each outstanding share of CAH common stock was automatically canceled and extinguished and reissued to LumiraDx as one share of common stock of CAH, in consideration for the right to receive one common share. The outstanding CAH public warrants, by their terms, automatically entitled the holders to purchase common shares upon the completion of the Merger (the "new warrants"). In addition, pursuant to the amended and restated sponsor agreement, dated April 6, 2021, as amended pursuant to the Amendment to the Sponsor Agreement dated August 19, 2021, by and among CAH, sponsor and the CAH initial stockholders (the "Sponsor Agreement"), CA Healthcare Sponsor LLC, a Delaware limited liability company, exchanged all 4,050,000 CAH private placement warrants for 405,000 common shares.

The common shares and the new warrants are traded on The Nasdaq Stock Market LLC ("Nasdaq") under the symbols "LMDX" and "LMDXW", respectively.

Except as otherwise indicated or required by context, references in this Form 20-F (the "Report") to "we", "us", "our", "LumiraDx" or the "Company" refer to LumiraDx Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands, and its consolidated subsidiaries.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Report includes statements that express our opinions, expectations, beliefs, plans, objectives, assumptions or projections regarding future events or future results and therefore are, or may be deemed to be, "forward-looking statements." These forward-looking statements can generally be identified by the use of forward-looking terminology, including the terms "believes," "estimates," "anticipates," "expects," "seeks," "projects," "intends," "plans," "may," "will" or "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Report and include statements regarding our intentions, beliefs or current expectations. Such forward-looking statements are based on available current market material and management's expectations, beliefs and forecasts concerning future events impacting LumiraDx. Factors that may impact such forward-looking statements include:

- our ability to compete in the highly competitive markets in which we operate, and potential adverse effects of this competition;
- our ability to maintain revenues if our products and services do not achieve and maintain broad market acceptance, or if we are unable to keep pace with or adapt to rapidly changing technology, evolving industry standards and changing regulatory requirements;
- uncertainty, downturns and changes in the markets we serve;
- our ability to achieve operational cost improvements and other benefits expected from the Merger;
- our expectations regarding the size of the point-of-care ("POC") market for the LumiraDx Platform, which is an integrated system comprised of the POC diagnostic instrument (the "Instrument") precise, low-cost microfluidic test strips, and seamless, secure digital connectivity (the "Platform"), the size of the various addressable markets for certain tests and our ability to penetrate such markets by driving the conversion of healthcare providers' testing needs onto the Platform;
- our commercialization strategy, including our plans to initially focus our sales efforts on large healthcare systems, government organizations and national pharmacy chains that want to deploy comprehensive POC testing across their networks;
- our belief that we will be able to drive commercialization of the Platform through the launch of our SARS-CoV-2 antigen and SARS-CoV-2 antibody tests;
- the willingness of healthcare providers to use a POC system over central lab systems and the rate of adoption of the Platform by healthcare providers and other users;
- the scalability and commercial viability of our manufacturing methods and processes, especially in light of the anticipated demand for the Platform and our minimum commitments to supply the Platform to customers;
- our ability to source suitable raw materials and components for the manufacture of the Instrument and test strips in a timely fashion;
- our ability to maintain our current relationships, or enter into new relationships, with diagnostics or research and development companies, third party manufacturers and commercial distribution collaborators;
- our ability to effectively manage our anticipated growth;
- our ability to rapidly develop and commercialize diagnostics tests that are accurate and cost- effective;
- the timing, progress and results of our diagnostics tests, including statements regarding launch plans and commercialization plans for such tests, all which may be delayed by or halted due to a number of factors, including the impact of the COVID-19 pandemic;
- the timing, scope or likelihood of regulatory submissions, filings, approvals, authorizations or clearances;
- the pricing, coverage and reimbursement of the Instrument and tests, if approved;
- our ability to repay or service our debt obligations and meet the financial covenants related to such debt obligations;
- our ability to enforce our intellectual property rights and to operate our business without infringing, misappropriating, or otherwise violating the intellectual property rights and proprietary technology of third parties;
- developments and projections relating to our competitors and its industry;
- our ability to develop effective internal controls over financial reporting as we transition to become a publicly-traded company;
- our ability to attract and retain qualified employees and key personnel;

- the effects of the COVID-19 pandemic, including mitigation efforts and economic effects, on any of the foregoing or other aspects of our business or operations;
- our expectations regarding the time during which we will be an emerging growth company under the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") and a foreign private issuer;
- the future trading price of common shares and impact of securities analysts' reports on these prices;
- our ability to fully derive anticipated benefits from existing or future acquisitions, joint ventures, investments or dispositions;
- exchange rate fluctuations and volatility in global currency markets;
- potential adverse tax consequences resulting from the international scope of our operations, corporate structure and financing structure;
- U.S. tax legislation enacted in 2017, which could materially adversely affect our financial condition, results of operations and cash flows;
- increased risks resulting from our international operations;
- our ability to comply with various trade restrictions, such as sanctions and export controls, resulting from our international operations;
- our ability to comply with the anti-corruption laws of the United States and various international jurisdictions;
- the impact on our business as a result of the United Kingdom's withdrawal from the European Union;
- fraudulent or unpermitted data access, cyber-security attacks, or other privacy breaches;
- government and agency demand for our products and services and our ability to comply with government contracting regulations;
- our ability to attract, motivate and retain qualified employees, including members of its senior management team;
- our ability to operate in a litigious environment; and
- other risks disclosed in the Proxy Statement/Prospectus (as defined below).

Forward-looking statements are subject to known and unknown risks and uncertainties and are based on potentially inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. Actual results could differ materially from those anticipated in forward-looking statements for many reasons, including the factors discussed under the "*Risk Factors*" section in the Proxy Statement and Prospectus (the "Proxy Statement/Prospectus") part of the Registration Statement on Form F-4 of the Company (File No. 333-257745) (the "Registration Statement"), which section is incorporated herein by reference. Accordingly, you should not rely on these forward-looking statements, which speak only as of the date of this Report. We undertake no obligation to publicly revise any forward-looking statement to reflect circumstances or events after the date of this Report or to reflect the occurrence of unanticipated events. You should, however, review the factors and risks described in the reports we will file from time to time with the United States Securities and Exchange Commission (the "SEC") after the date of this Report.

Although we believe the expectations reflected in the forward-looking statements were reasonable at the time made, we cannot guarantee future results, level of activity, performance or achievements. Moreover, neither we nor any other person assume responsibility for the accuracy or completeness of any of these forward-looking statements. You should carefully consider the cautionary statements contained or referred to in this section in connection with the forward looking statements contained in this Report and any subsequent written or oral forward-looking statements that may be issued by us or persons acting on our behalf.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

A. Directors and Senior Management

Information regarding the directors and executive officers of LumiraDx after the closing of the Merger is included in the Proxy Statement/Prospectus under the section titled "*Management Following the Merger*" and is incorporated herein by reference.

The business address for each of the directors and executive officers of the Company is c/o Ocorian Trust (Cayman) Limited, PO Box 1350, Windward 3, Regatta Office Park, Grand Cayman KY1-1108.

B. Advisers

Goodwin Procter LLP, 100 Northern Avenue, Boston, Massachusetts 02210, United States, has acted as U.S. securities counsel for LumiraDx and will continue to act as U.S. securities counsel to LumiraDx following the completion of the Merger.

Appleby (Cayman) Ltd, 71 Fort Street, PO Box 190, Grand Cayman, KY1-1104, has acted as counsel for LumiraDx with respect to Cayman Islands law and will continue to act as counsel for LumiraDx with respect to Cayman Islands law following the completion of the Merger.

Fried, Frank, Harris, Shriver & Jacobson (London) LLP, 100 Bishopsgate, London EC2N 4AG United Kingdom, has acted as counsel for LumiraDx with respect to advising LumiraDx on the Merger and will continue to act as counsel for LumiraDx following the completion of the Merger.

C. Auditors

For the years ended December 31, 2020 and 2019, KPMG LLP, has acted as the independent registered public accounting firm for LumiraDx.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. [Reserved]

B. Capitalization and Indebtedness

The following table sets forth the capitalization of LumiraDx on an unaudited pro forma combined basis as of December 31, 2020, after giving effect to the Capital Restructuring and Merger:

Pro Forma Combined	As of December 31, 2020 *($) in millions*
Cash and cash equivalents	$ 258.7
Total indebtedness	(81.0)
Additional paid-in capital	966.3
Accumulated deficit	(673.0)
Total equity	615.1
Total capitalization	$ 792.8

Prior to the closing of the Merger, 7,675,569 shares of CAH's Class A Common Stock were redeemed by the CAH stockholders for an aggregate redemption payment of approximately $76.8 million.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

The risk factors related to the business and operations of LumiraDx are described in the Proxy Statement/Prospectus under the section titled "*Risk Factors*", which is incorporated herein by reference.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

See the section entitled "*Explanatory Note*" in this Report for additional information regarding LumiraDx and the Merger Agreement. Certain additional information about LumiraDx is included in the Proxy Statement/Prospectus under the section titled "*Business of LumiraDx*" and is incorporated herein by reference. The material terms of the Merger are described in the Proxy Statement/Prospectus under the section titled "*Proposal No. 1 – The Merger Proposal*", which is incorporated herein by reference.

LumiraDx is subject to certain of the informational filing requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Because LumiraDx is a "foreign private issuer", it is exempt from the rules and regulations under the Exchange Act prescribing the furnishing and content of proxy statements, and the officers, directors and principal shareholders of LumiraDx are exempt from the reporting and "short-swing" profit recovery provisions contained in Section 16 of the Exchange Act with respect to their purchase and sale of common shares. In addition, LumiraDx is not required to file reports and financial statements with the SEC as frequently or as promptly as U.S. public companies whose securities are registered under the Exchange Act. However, the Company is required to file with the SEC an Annual Report on Form 20-F containing financial statements audited by an independent accounting firm. The SEC also maintains a website at www.sec.gov that contains reports and other information that LumiraDx files with or furnishes electronically to the SEC.

The website address of LumiraDx is www.lumiradx.com. The information contained on the website does not form a part of, and is not incorporated by reference into, this Report.

B. Business Overview

Information regarding the business of LumiraDx is included in the Proxy Statement/Prospectus under the sections titled "*Business of LumiraDx*" and "*LumiraDx's Management's Discussion and Analysis of Financial Condition and Results of Operations*", which are incorporated herein by reference.

C. Organizational Structure

LumiraDx was incorporated on August 24, 2016. On September 29, 2016, LumiraDx acquired all of the outstanding shares of LumiraDx Group Limited (formerly known as LumiraDx Holdings Limited) in a share for share exchange. LumiraDx Group Limited was incorporated on September 1, 2014. The following table summarizes LumiraDx's principal subsidiaries and LumiraDx's holdings in each as of September 1, 2021:

Principal Subsidiaries

NAME	COUNTRY OF INCORPORATION AND RESIDENCE	NATURE OF BUSINESS	PROPORTION OF EQUITY SHARES HELD BY LUMIRADX
LumiraDx Brazil Holdings Limited	United Kingdom	Holding Company	100.0%
LumiraDx Healthcare Ltda	Brazil	Distributor of medical diagnostics	85.0%
LumiraDx Colombia Holdings Limited	United Kingdom	Holding Company	65.0%
LumiraDx SAS	Colombia	Distributor of medical diagnostics	100%*
LumiraDx GmbH	Germany	Distributor of medical diagnostics	100.0%
LumiraDx AB	Sweden	Distributor of medical diagnostics	100.0%
LumiraDx UK Limited	United Kingdom	Manufacture and distribution of medical diagnostics	100.0%
LumiraDx Technology Limited	United Kingdom	Research and development	100.0%
LumiraDx Ltd.	United Kingdom	Distributor of medical diagnostics	100.0%
LumiraDx Group Limited	United Kingdom	Holding Company	100.0%
LumiraDx International Limited	United Kingdom	Holding Company	100.0%
LumiraDx Investment Limited	United Kingdom	Holding Company	100.0%
LumiraDx Care Solutions UK Limited	United Kingdom	Healthcare IT and services	100.0%
LumiraDx, Inc	United States	Healthcare IT and services	100.0%
ACS Acquisition LLC	United States	Healthcare IT and services	100.0%
LumiraDx Healthcare LLC	United States	Healthcare IT and services	100.0%
Biomedical Service S.r.l.	Italy	Distributor of medical diagnostics	100.0%
LumiraDx AS	Norway	Distributor of medical diagnostics	100.0%
LumiraDx GmbH	Austria	Distributor of medical diagnostics	100.0%
LumiraDx GmbH	Switzerland	Distributor of medical diagnostics	100.0%
LumiraDx Japan Co Ltd	Japan	Distributor of medical diagnostics	100.0%
LumiraDx Oy	Finland	Distributor of medical diagnostics	100.0%
LumiraDx A/S	Denmark	Distributor of medical diagnostics	100.0%
LumiraDx Healthcare S.L.	Spain	Distributor of medical diagnostics	100.0%
SureSensors Limited	United Kingdom	Developer and manufacturer of medical diagnostics	100.0%
LumiraDx (Pty) Limited	South Africa	Distributor of medical diagnostics	100.0%
LumiraDx B.V.	Netherlands	Distributor of medical diagnostics	100.0%

LumiraDx Benelux B.V	Netherlands	Distributor of medical diagnostics	100.0%
LumiraDx Limited	Ireland	Distributor of medical diagnostics	100.0%
LumiraDx Healthcare Private Limited	India	Distributor of medical diagnostics	100.0%

*—LumiraDx Colombia Holdings Limited holds 100% of the equity shares of LumiraDx SAS

D. Property, Plants and Equipment

Information regarding the facilities of LumiraDx is included in the Proxy Statement/Prospectus under the sections titled "*Business of LumiraDx — Facilities*" and "*LumiraDx's Management's Discussion and Analysis of Financial Condition and Results of Operations*", which are incorporated herein by reference.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The discussion and analysis of the financial condition and results of operations of LumiraDx is included in the Proxy Statement/Prospectus under the section titled "*LumiraDx's Management's Discussion and Analysis of Financial Condition and Results of Operations*", which is incorporated herein by reference.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

Information regarding the directors and executive officers of LumiraDx after the closing of the Merger is included in the Proxy Statement/Prospectus under the section titled "*Management Following the Merger*" and is incorporated herein by reference.

B. Compensation

Information regarding the compensation of the directors and executive officers of LumiraDx, including a summary of the LumiraDx Limited 2021 Stock Option and Incentive Plan and the LumiraDx Limited 2021 Employee Stock Purchase Plan, each of which were approved by the shareholders of LumiraDx prior to the completion of the Merger, is included in the Proxy Statement/Prospectus under the section titled "*Director and Executive Officer Compensation*" and is incorporated herein by reference.

LumiraDx has also entered into indemnification agreements with its directors and executive officers. Information regarding such indemnification agreements is included in the Proxy Statement/Prospectus under the section titled "*Description of LumiraDx's Securities— Indemnification of Directors and Executive Officers and Limitation of Liability*" and is incorporated herein by reference.

C. Board Practices

Information regarding the board of directors of LumiraDx subsequent to the Merger is included in the Proxy Statement/Prospectus under the section titled "*Management Following the Merger*" and is incorporated herein by reference.

D. Employees

Information regarding the employees of LumiraDx is included in the Proxy Statement/Prospectus under the section titled "*Business of LumiraDx— Employees*" and is incorporated herein by reference.

E. Share Ownership

See "*Item 7. Major Shareholders and Related Party Transactions—A. Major Shareholders*" of this Report.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table shows the beneficial ownership of common shares and ordinary shares as of the closing date of the Merger by:

- each person known to us who will beneficially own more than 5% of the common shares and ordinary shares;
- each of our executive officers and directors; and
- all of the executive officers and directors of as a group.

The SEC has defined "beneficial ownership" of a security to mean the possession, directly or indirectly, of voting power and/or investment power over such security. A shareholder is also deemed to be, as of any date, the beneficial owner of all securities that such shareholder has the right to acquire within 60 days after that date through (i) the exercise of any option, warrant or right, (ii) the conversion of a security, (iii) the power to revoke a trust, discretionary account or similar arrangement, or (iv) the automatic termination of a trust, discretionary account or similar arrangement. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, ordinary shares or common shares subject to options or other rights (as set forth above) held by that person that are currently exercisable, or will become exercisable within 60 days thereafter, are deemed outstanding, while such shares are not deemed outstanding for purposes of computing percentage ownership of any other person. Each person named in the table has sole voting and investment power with respect to all of the ordinary shares and common shares shown as beneficially owned by such person, except as otherwise indicated in the table or footnotes below.

The percentage of shares beneficially owned is computed on the basis of 207,457,880 ordinary shares and 45,241,767 common shares outstanding on the closing date of the Merger, and does not include 5,750,000 common shares issuable upon the exercise of the new warrants that will remain outstanding following the Merger.

Unless otherwise noted, the business address of each beneficial owner is c/o Ocorian Trust (Cayman) Limited, PO Box 1350, Windward 3, Regatta Office Park, Grand Cayman KY1-1108.

Name of Beneficial Owner	Ordinary shares		Common shares		Total Voting Power
	Number of Shares	Percentage Outstanding	Number of Shares	Percentage Outstanding	
Executive Officers and Directors:					
Ron Zwanziger and affiliated entities(1)	44,066,408	20.7%	1,683,413	3.7%	20.9%
Dorian LeBlanc and affiliated entities(2)	2,103,183	1.0%	19,726	*	1.0%
Dave Scott(3)	15,906,373	7.5%	—	—	7.5%
Jerry McAleer(4)	15,095,169	7.1%	—	—	7.1%
Nigel Lindner(5)	2,653,302	1.3%	—	—	1.3%
David Walton(6)	2,582,545	1.2%	—	—	1.2%
Peter Scheu(7)	1,293,396	*	—	—	*
Veronique Ameye and affiliated entities(8)	2,712,381	1.3%	44,145	*	1.3%
Pooja Pathak(9)	300,707	*	—	—	*
Tom Quinlan(10)	1,872,875	*	—	—	*
Donald Berwick(11)	353,773	*	—	—	*
Bruce Keogh(12)	353,773	*	—	—	*
Lurene Joseph(13)	353,773	*	—	—	*
Troyen Brennan(14)	353,773	*	—	—	*

George Neble(15)	221,108	*	29,589	*	*
Lu Huang	—	—	—	—	—
Gerald Chan	—	—	—	—	—
All directors and executive officers prior to the Merger as a group (17 individuals)	90,222,539	42.5%	1,776,873	3.9%	42.6%
LumiraDx Five Percent Holders:					
William Umphrey and Affiliates(16)	20,770,405	10.0%	4,147,884	9.1%	10.0%
Morningside entities(17)	24,296,120	11.7%	18,706,239	40.0%	12.3%

* Less than one percent.

(1) Consists of (A) 44,066,408 ordinary shares beneficially owned, which includes (i) 35,259,566 ordinary shares outstanding; (ii) 541,981 ordinary shares issuable upon the exercise of the 2016 warrants (such warrants held on Mr. Zwanziger's behalf by the USB Focus Funds); (iii) 722,760 ordinary shares held on Mr. Zwanziger's behalf by the USB Focus Funds; and (iv) 5,235,851 ordinary shares issuable upon exercise of options; and (B) 1,683,413 common shares beneficially owned, which includes (i) 1,486,362 common shares; and (ii) 197,051 common shares issuable upon the exercise of the 2020 warrants. These securities are owned by Mr. Zwanziger, by Zwanziger Family Ventures LLC and Zwanziger Ventures, entities controlled by Mr. Zwanziger, by Treisar Investments Limited (an entity that Mr Zwanziger and his affiliates own a majority interest in) and certain securities held on Mr. Zwanziger's behalf by the USB Focus Funds.

(2) Consists of (A) 2,103,183 ordinary shares beneficially owned, which includes (i) 215,800 ordinary shares outstanding; and (ii) 1,887,833 ordinary shares issuable upon exercise of options; and (B) 19,726 common shares. These securities are owned by Mr. LeBlanc and by members of his family and by Mohawk Investment Partners and Salem Rentals LLC, entities controlled by Mr. LeBlanc.

(3) Consists of 15,906,373 ordinary shares beneficially owned, which includes (i) 10,670,522 ordinary shares outstanding; and (ii) 5,235,851 ordinary shares issuable upon exercise of options.

(4) Consists of 15,095,169 ordinary shares beneficially owned, which includes (i) 9,859,318 ordinary shares outstanding; and (ii) 5,235,851 ordinary shares issuable upon exercise of options.

(5) Consists of 2,653,302 ordinary shares beneficially owned, which includes (i) 902,123 ordinary shares outstanding; and (ii) 1,751,179 ordinary shares issuable upon exercise of options. These securities are owned by Dr. Lindner and Dr. Jayne Ellis, Dr. Lindner's spouse.

(6) Consists of 2,582,545 ordinary shares beneficially owned, which includes (i) 902,122 ordinary shares outstanding; and (ii) 1,680,423 ordinary shares issuable upon exercise of options. These securities are owned by Mr. Walton and Marianne Walton, Mr. Walton's spouse.

(7) Consists of 1,293,396 ordinary shares beneficially owned, which includes (i) 55,188 ordinary shares outstanding; and (ii) 1,238,208 ordinary shares issuable upon exercise of options.

(8) Consists of (A) 2,712,381 ordinary shares beneficially owned, which includes (i) 91,272 ordinary shares outstanding; and (ii) 2,621,109 ordinary shares issuable upon exercise of options; and (B) 44,145 common shares beneficially owned, which includes (i) 36,362 common shares outstanding; and (ii) 7,783 common shares issuable upon the exercise of the 2020 warrants. These securities are owed by Ms. Ameye and by Suneet Bakhshi, Ms. Ameye's spouse and by Jaiventures Limited, an entity controlled by Ms. Ameye.

(9) Consists of 300,707 ordinary shares beneficially owned, which includes 300,707 ordinary shares issuable upon exercise of options.

(10) Consists of 1,872,875 ordinary shares issuable upon exercise of options.

(11) Consists of 353,773 ordinary shares issuable upon exercise of options.

(12) Consists of 353,773 ordinary shares issuable upon exercise of options.

(13) Consists of 353,773 ordinary shares issuable upon exercise of options.

(14) Consists of 353,773 ordinary shares issuable upon exercise of options.

(15) Consists of (A) 221,108 ordinary shares beneficially owned, which includes 221,108 ordinary shares issuable upon exercise of options; and (B) 29,589 common shares.

(16) Consists of 20,770,405 ordinary shares beneficially owned, which includes (i) 19,239,981 ordinary shares outstanding; (ii) 874,528 ordinary shares held on Mr. and Mrs. Umphrey's behalf by the USB Focus Funds; and (iii) 655,896 ordinary shares issuable upon the exercise of the 2016 warrants (such warrants held on Mr. and Mrs. Umphrey's behalf by the USB Focus Funds); and (B) 4,147,884 common shares beneficially owned, which includes (i) 3,748,475 common shares outstanding; and (ii) 399,409 common shares issuable upon the exercise of the 2020 warrants. These securities are owned by (i) Willard L. Umphrey, (ii) Anne M. Umphrey, Mr. Umphrey's spouse, (iii) Pensco Trust Company, a retirement account of Mr. Umphrey; (iv) and certain securities held on his behalf by USB Focus Fund LumiraDx 1-A, LLC and USB Focus Fund LumiraDx 1-B, LLC (the "USB Focus Funds"), funds established by U.S. Boston Capital Corporation of which Mr. Umphrey is the Principal and Founder.

(17) Consists of (A) 24,296,120 ordinary shares outstanding; and (B) 18,706,239 common shares, which includes (i) 17,128,408 common shares outstanding; and (ii) 1,577,831 common shares issuable upon the exercise of the 2020 warrants. These securities are owed directly by MVIL LLC and Morningside Ventures Investments Limited.

B. Related Party Transactions

Information regarding certain related party transactions is included in the Proxy Statement/Prospectus under the section titled "*Certain Relationships and Related Person Transactions*" and is incorporated herein by reference.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Financial Statements

See "*Item 18. Financial Statements*" of this Report for consolidated financial statements and other financial information.

Legal Proceedings

From time to time, we may be a party to litigation or subject to claims incident to the ordinary course of business. There are currently no claims or actions pending against us that, in the opinion of our management, are likely to have a material adverse effect on our business.

B. Significant Changes

A discussion of the significant changes in our business can be found under "*Item 4. Information on the Company—A. History and Development of the Company*" and "*Item 4. Information on the Company—B. Business Overview*" of this Report.

ITEM 9. THE OFFER AND LISTING

A. Offering and Listing Details

Nasdaq Listing of Common Shares and New Warrants

The common shares and new warrants are listed on Nasdaq under the symbols LMDX and LMDXW, respectively. Holders of common shares and new warrants should obtain current market quotations for their securities. There can be no assurance that the common shares and/or new warrants will remain listed on Nasdaq. If we fail to comply with the Nasdaq listing requirements, the common shares and/or new warrants could be delisted from Nasdaq. In

particular, Nasdaq requires us to have at least 400 round lot holders of common shares and 400 round lot holders of new warrants. A delisting of the common shares will likely affect the liquidity of the common shares and could inhibit or restrict our ability to raise additional financing.

Lock-up Agreements

Information regarding the lock-up restrictions applicable to the securities of LumiraDx is included in the Proxy Statement/Prospectus under the section titled "*Description of LumiraDx's Securities—Transfer of LMDX Common Shares*" and is incorporated herein by reference.

Warrants

Upon the completion of the Merger, there were 5,750,000 new warrants outstanding. The new warrants, which entitle the holder to purchase one common share at a price of $11.50 per share, will become exercisable 30 days after the completion of the Merger. The new warrants will expire five years after the completion of the Merger or earlier upon redemption or liquidation in accordance with their terms.

B. Plan of Distribution

Not applicable.

C. Markets

The common shares and new warrants are listed on Nasdaq under the symbols LMDX and LMDXW, respectively. There can be no assurance that the common shares and/or new warrants will remain listed on Nasdaq. If we fail to comply with the Nasdaq listing requirements, the common shares and/or new warrants could be delisted from Nasdaq. In particular, Nasdaq requires us to have at least 400 unrestricted round lot holders of common shares and 400 round lot holders of new warrants. A delisting of the common shares will likely affect the liquidity of the common shares and could inhibit or restrict our ability to raise additional financing.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Our authorized share capital is US$10,290 divided into (1) 1,769,292,966 ordinary shares with a par value (to seven decimal places) of US$0.0000028 per ordinary share, (2) 1,769,292,966 common shares with a par value (to seven decimal places) of US$0.0000028 per common share and (3) undesignated shares with a par value of such class or classes (however designated) and having such rights as our board of directors may determine in accordance with the provisions of the Company's amended and restated articles of association that the Company adopted at the closing of the Merger (the "Articles").

Information regarding our share capital is included in the Proxy Statement/Prospectus under the section titled "*Description of LumiraDx's Securities*" and is incorporated herein by reference.

B. Memorandum and Articles of Association

Information regarding certain material provisions of the Articles is included in the Proxy Statement/Prospectus under the section titled "*Description of LumiraDx's Securities*" and is incorporated herein by reference.

C. Material Contracts

Information regarding certain material contracts is included in the Proxy Statement/Prospectus under the sections titled "*Proposal No. 1 – The Merger Proposal*" and "*Business of LumiraDx— Strategic Partners and Manufacturing and Supply Agreements*" and is incorporated herein by reference.

D. Exchange Controls

There is no exchange control legislation or regulation in the Cayman Islands, except by way of such as freezing of funds of, and/or prohibition of new investments in, certain jurisdictions subject to international sanction.

E. Taxation

Information regarding certain tax consequences of owning and disposing of common shares and new warrants is included in the Proxy Statement/Prospectus under the section titled "*Certain Material Income Tax Considerations*" and is incorporated herein by reference.

F. Dividends and Paying Agents

LumiraDx has never declared or paid any cash dividend on the ordinary shares or the common shares, and, following the completion of the Merger, does not anticipate declaring or paying any cash dividends on the ordinary shares or common shares in the foreseeable future. LumiraDx intends to retain all available funds and any future earnings to fund the commercialization of its products and expansion of its business.

LumiraDx Limited is a holding company that does not conduct any business operations of its own. As a result, LumiraDx Limited is dependent upon cash dividends, distributions and other transfers from its subsidiaries to make dividend payments, and such subsidiaries may be restricted in their ability to pay dividends or distributions, or make other transfers to us. In addition, in March 2021, LumiraDx Investment Limited, one of LumiraDx's subsidiaries, entered into a senior secured term loan (as amended from time to time) (the "Senior Secured Loan") with BioPharma Credit Investments V (Master) LP and BPCR Limited Partnership, as lenders and BioPharma Credit PLC, as collateral agent (collectively, "Pharmakon"). The terms of the Senior Secured Loan preclude LumiraDx from paying cash dividends to its shareholders without the consent of Pharmakon.

However, if LumiraDx does pay a cash dividend on the common shares or ordinary shares in the future, it may only pay such dividend out of its profits available for distribution or (subject to applicable solvency requirements) share premium or contributed surplus under Cayman Islands law. LumiraDx's board of directors will have complete discretion regarding the declaration and payment of dividends, and LumiraDx's co-founders (Ron Zwanziger, Dave Scott and Jerry McAleer) will be able to influence its dividend policy. The amount of any future dividend payments we may make will depend on, among other factors, our strategy, future earnings, financial condition, cash flow, working capital requirements, capital expenditures, contractual restrictions and applicable provisions of the Articles.

G. Statement by Experts

The financial statements of CAH as of December 31, 2020 and for the period from October 7, 2020 (inception) through December 31, 2020 and the related notes incorporated by reference herein have been audited by Marcum LLP, an independent registered public accounting firm, as set forth in their report thereon, and are incorporated by reference herein in reliance on such report given on the authority of such firm as an expert in accounting and auditing.

The consolidated financial statements of LumiraDx as of December 31, 2020 and December 31, 2019, and for each of the years in the two-year period ended December 31, 2020, have been incorporated by reference herein in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

H. Documents on Display

We are subject to the informational requirements of the Exchange Act. Accordingly, we are required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K. The SEC maintains an Internet site at www.sec.gov that contains reports, proxy and information statements and other information we have filed electronically with the SEC. As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

We also make available on our website, free of charge, our annual reports on Form 20-F and the text of our reports on Form 6-K, including any amendments to these reports, as well as certain other SEC filings, as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. Our website address is www.lumiradx.com. The reference to our website is an inactive textual reference only, and information contained therein or connected thereto is not incorporated into this Report.

I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Information regarding quantitative and qualitative disclosure about market risk is included in the Proxy Statement/Prospectus under the section titled "*LumiraDx's Management's Discussion and Analysis of Financial Condition and Results of Operations—Quantitative and Qualitative Disclosures about Market Risk*" and is incorporated herein by reference.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

Not applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

See "*Item 18. Financial Statements*" of this Report.

ITEM 18. FINANCIAL STATEMENTS

The audited consolidated financial statements of LumiraDx are incorporated by reference to pages F-37 to F-78 of the Proxy Statement/Prospectus.

The audited financial statements of CAH are incorporated by reference to pages F-2 to F-16 of the Proxy Statement/Prospectus.

The unaudited interim financial statements of CAH are incorporated by reference to pages F-17 to F-36 of the Proxy Statement/Prospectus.

The unaudited pro forma condensed combined financial statements of LumiraDx and CAH are incorporated by reference to pages 219 to 230 of the Proxy Statement/Prospectus.

ITEM 19. EXHIBITS

Exhibit Number	Description
1.1*	Amended and Restated Memorandum and Articles of Association of LumiraDx Limited.
2.1	Specimen Common Share Certificate of LumiraDx Limited (incorporated by reference to Exhibit 4.5 to Amendment No. 3 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on September 1, 2021).
2.2	Specimen Ordinary Share Certificate of LumiraDx Limited (incorporated by reference to Exhibit 4.6 to Amendment No. 3 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on September 1, 2021).
2.3*	Amended and Restated Warrant Agreement, dated as of September 28, 2021, by and among Continental Stock Transfer & Trust Company, LumiraDx Limited, Computershare Inc., Computershare Trust Company, N.A. and CA Healthcare Acquisition Corp., including Specimen Warrant Certificate of LumiraDx Limited.
2.4	Warrant Instrument in Respect of Warrants to Subscribe for Ordinary Shares in LumiraDx Limited, dated as of October 3, 2016, issued by the Company to certain warrant holders (incorporated by reference to Exhibit 4.10 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
2.5	Form of Warrant Instrument in Respect of Warrants to Subscribe for Ordinary Shares in LumiraDx Limited, dated as of September 20, 2019, issued by the Company to certain warrant holders (incorporated by reference to Exhibit 4.11 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
2.6	Warrant Instrument in Respect of Warrants to Subscribe for Common Shares in LumiraDx Limited, dated as of July 1, 2020, issued by the Company to certain warrant holders (incorporated by reference to Exhibit 4.16 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
2.7	Warrant Instrument in Respect of Warrants to Subscribe for Common Shares in LumiraDx Limited, dated as of November 6, 2020, issued by the Company to Jefferies Finance LLC (incorporated by reference to Exhibit 4.17 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
2.8	Warrant Instrument in Respect of Warrants to Subscribe for Common Shares in LumiraDx Limited, dated as of January 20, 2021, issued by the Company to Silicon Valley Bank (incorporated by reference to Exhibit 4.18 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
2.9	Form of Warrant Instrument in Respect of Warrants to Subscribe for Common Shares in LumiraDx Limited, to be entered into between LumiraDx Limited and BPCR Limited Partnership and Biopharma Credit Investments V (Master) LP (incorporated by reference to Exhibit 4.19 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).

2.10	Loan Agreement, dated as of March 23, 2021 by and among LumiraDx Investment Limited, as borrower, LumiraDx Limited, as a credit party and issuer of the warrants thereunder, LumiraDx Group Limited, as a credit party and parent, BPCR Limited Partnership and BioPharma Credit Investments V (Master) LP, as lenders and BioPharma Credit PLC, as collateral agent (incorporated by reference to Exhibit 10.14 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
2.11	Intercreditor Agreement, dated as of March 29, 2021, by and among, inter alia, LumiraDx Limited, BioPharma Credit PLC, Wilmington Trust SP Services (London) Limited and certain subsidiaries of LumiraDx Limited (incorporated by reference to Exhibit 10.16 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
4.1	Agreement and Plan of Merger, dated as of April 6, 2021, by and among LumiraDx Limited, LumiraDx Merger Sub, Inc., and CA Healthcare Acquisition Corp. (incorporated by reference to Exhibit 2.1 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
4.2	Amendment No. 1 to the Agreement and Plan of Merger, dated as of August 19, 2021, by and among LumiraDx Limited, LumiraDx Merger Sub, Inc., and CA Healthcare Acquisition Corp. (incorporated by reference to Exhibit 2.2 to Amendment No. 1 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on August 20, 2021).
4.3	Amendment No. 2 to the Agreement and Plan of Merger, dated as of August 27, 2021, by and among LumiraDx Limited, LumiraDx Merger Sub, Inc., and CA Healthcare Acquisition Corp. (incorporated by reference to Exhibit 3.2 to Amendment No. 2 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on August 27, 2021).
4.4*	Amended and Restated Registration Rights Agreement by and among LumiraDx Limited, CAH, Sponsor and the other parties named therein.
4.5*	LumiraDx Limited 2021 Stock Option and Incentive Plan.
4.6*	LumiraDx Limited 2021 Employee Stock Purchase Plan.
4.7	Aegle Care (Holdings) Limited EMI Option Scheme (incorporated by reference to Exhibit 10.20 to Post-effective Amendment No. 1 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on September 27, 2021).
4.8	LumiraDx Limited Consultants' and Non-Employees' Option Scheme (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
4.9	LumiraDx Limited Unapproved Option Scheme with U.S. Appendix (incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
4.10	Form of Indemnification Agreement by and between LumiraDx Limited and each of its directors and executive officers (incorporated by reference to Exhibit 10.4 to Amendment No. 2 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on August 27, 2021).
4.11	Standard Industrial/Commercial Multi-Tenant Lease, dated as of July 29, 2016, by and between LumiraDx Limited and South Cedros Associates, LLC, as amended by Lease Modification and Extension, dated as of June 2, 2020, by and between the Registrant and South Cedros Associates, LLC (incorporated by reference to Exhibit 10.13 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on July 7, 2021).
8.1	List of subsidiaries of LumiraDx Limited (incorporated by reference to Exhibit 21.1 to Amendment No. 3 to the Company's Registration Statement on Form F-4 (File No. 333-257745) filed with the SEC on September 1, 2021).
15.1*	Consent of KPMG LLP, independent registered accounting firm for LumiraDx Limited.
15.2*	Consent of Marcum LLP, independent registered accounting firm for CA Healthcare Acquisition Corp.

* Filed herewith.

Table of Contents

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this report on its behalf.

LUMIRADX LIMITED

By: /s/ Ron Zwanziger
Name: Ron Zwanziger
Title: Chief Executive Officer, Chairman and Director

Date: September 29, 2021

Memorandum and Articles of Association

Of

LUMIRADX LIMITED

The Companies Act
(as revised) of the Cayman Islands

Company number: 314391

(Exempted company limited by shares)

(Adopted by special resolution on 28 September 2021)

Company number: 314391

(Exempted company limited by shares)

(Adopted by special resolution on 28 September 2021)

THE COMPANIES ACT (AS REVISED)

MEMORANDUM OF ASSOCIATION

OF

LUMIRADX LIMITED

1 The name of the Company is LumiraDx Limited.

2 The registered office will be situated at the offices of Ocorian Trust (Cayman) Limited, PO Box 1350, Windward 3, Regatta Office Park, Grand Cayman, KY1-1108, Cayman Islands, or at such other place in the Cayman Islands as the directors may from time to time decide.

3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object that is not prohibited by any law of the Cayman Islands.

4 The Company shall have and be capable of exercising all the powers of a natural person of full capacity as provided by law.

5 The liability of the shareholders is limited to the amount, if any, unpaid on their shares.

6 The authorised share capital of the Company is US$10,290 divided into 1,769,292,966 A Ordinary Shares of par value US$0.0000028 each, US$1,769,292,966 Common Shares of par value US$0.0000028 each and 136,414,068 Undesignated Shares of par value US$0.0000028 each of such class or classes (however designated) and having such rights as the Board may determine in accordance with Article 5.6 (*Undesignated Shares*) of the Articles.

7 The Company has the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to apply for deregistration in the Cayman Islands.

8 Capitalised terms that are not defined herein bear the same meaning given to them in the Articles of Association of the Company.

TABLE OF CONTENTS

Company number: 314391

The Companies Act (as revised)

Exempted company limited by shares

ARTICLES OF ASSOCIATION
of

LUMIRADX LIMITED (the "Company")

PART A
INTERPRETATION, LIMITATION OF LIABILITY AND OTHER MISCELLANEOUS PROVISIONS

1. **PRELIMINARY**

Table A of the First Schedule to the Act shall not apply to the Company.

2. **DEFINED TERMS**

In these Articles, unless a contrary intention is expressly stated, the following words and expressions shall have the following meanings:

"**5% Convertible Loan Notes**" means the 5% unsecured convertible loan notes issued pursuant to the convertible loan note instrument dated 15 October 2019 between the Company and Wilmington Trust SP Services (London) Limited.

"**10% Convertible Loan Notes**" means the 10% unsecured convertible loan notes issued pursuant to the convertible loan note instrument dated 1 July 2020 between the Company and Wilmington Trust SP Services (London) Limited.

"**2020 Warrants**" means the warrants issued by the Company on the 9 November 2020 pursuant to a warrant instrument dated 1 July 2020.

"**Act**" means the Companies Act and every other law and regulation of the Cayman Islands for the time being in force concerning companies and affecting the Company.

"**Affiliate**" means in respect of a person, means any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person, and: (i) in the case of a natural person, shall include, without limitation, such person's spouse, parents, children, siblings, mother-in-law and father-in-law and brothers and sisters-in-law, whether by blood, marriage or adoption or anyone residing in such person's home, a trust for the benefit of any of the foregoing, a company, partnership or any natural person or entity wholly or jointly owned by any of the foregoing, and (ii) in the case of an entity, shall include a partnership, a corporation or any natural person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity and "**Affiliates**" shall be construed accordingly.

"**AGM**" has the meaning ascribed to it in Article 61.1 (*Power to call General Meetings*).

"**alternate**" or "**alternate director**" has the meaning ascribed to it in Article 30 (*Appointment and removal of alternates*).

"**A Ordinary Shares**" means the A ordinary shares of US$0.0000028 each in the capital of the Company.

"**appointor**" has the meaning ascribed to it in Article 30 (*Appointment and removal of alternates*).

"**Articles**" means the Company's articles of association as amended from time to time by way of special resolution (and "**Article**" means a provision of the Articles).

"**associated company**" means any subsidiary or holding company of the Company or any subsidiary of any holding company of the Company.

"**Audit Committee**" means the audit committee of the Company formed by the Board pursuant to Article 16.3 (*Delegation of Directors' Powers*), or any successor of the audit committee;

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than the Cayman Islands which have an effect similar to that of bankruptcy.

"**Board**" means the board of directors of the Company from time to time.

"**Business Day**" means any day except: (i) a Saturday, (ii) a Sunday; and (iii) any other day on which commercial banks in New York, United States of America or in London, United Kingdom or in the Cayman Islands are authorised or obligated by law or executive order to close.

"**CAH**" means CA Healthcare Acquisition Corp, a Delaware corporation with a registered office at 251 Little Falls Drive, in the City of Wilmington, County of New Castle, State of Delaware, 19808.

"**CAH Common Shares**" means the Common Shares issued to the former stockholders of CAH (other than the Sponsor Common Shares and any Common Shares arising from the exercise of the CAH Warrants) in accordance with the terms of the Merger Agreement and registered pursuant to a registration statement filed with and declared effective by the SEC.

"**CAH Common Stock**" has the meaning given to such term in the Merger Agreement.

"**CAH Warrants**" means, other than the Sponsor Warrants, the warrants issued to former holders of CAH Common Stock, and assumed by the Company at the Effective Time, pursuant to a warrant agreement dated January 26 2021, as amended and restated on or around 28 September 2021, exercisable for Common Shares in accordance with the terms set out therein;

"**call**" has the meaning ascribed to it in Article 36.1 (*Call notices*).

"**call notice**" has the meaning ascribed to it in Article 36.1 (*Call notices*).

"**call payment date**" has the meaning ascribed to it in Article 40 (*Failure to comply with call notice: automatic consequences*).

"**capitalised sum**" has the meaning ascribed to it in Article 60 (*Authority to capitalise and appropriate of capitalised sum*).

"**Chairman**" means the chairman of the Board appointed pursuant to Article 23 (*Chairing of directors' meetings*).

"**chairman of the meeting**" has the meaning ascribed to it in Article 67 (*Chairing general meetings*).

"**Class I Directors**" has the meaning ascribed to it in Article 14.2 (*Number of Directors*).

"**Class II Directors**" has the meaning ascribed to it in Article 14.2 (*Number of Directors*).

"**clear days**" means, in relation to the sending of a notice, the period excluding the day on which a notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"**Closing Date**" has the meaning given to such term in the Merger Agreement.

"**Code**" means the U.S. Internal Revenue Code of 1986 as amended.

"**Common Shares**" means the ordinary shares of US$0.0000028 par value each in the capital of the Company.

"**Companies Act**" means the Companies Act (2020 Revision) of the Cayman Islands and any statutory amendment or re-enactment thereof.

"**Company's lien**" has the meaning ascribed to it in Article 34.1 (*Company's lien*).

"**Designated Securities Exchange**" means, at any time, the registered national securities exchange on which any of the shares are then principally listed or traded, which shall, from the Closing Date, be the Nasdaq or any successor exchange of the Nasdaq.

"**Designated Securities Exchange Rules**" means the relevant code, rules and regulations, as amended, from time to time, applicable as a result of the original and continued listing of any of the shares on the Designated Securities Exchange.

"**director**" means a director of the Company, and includes any person occupying the position of director, by whatever name called.

"**distribution recipient**" has the meaning ascribed to it in Article 55 *(Payment of dividends and other distributions).*

"**document**" includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form.

"**Early Conversion Conditions**" has the meaning ascribed to it in Article 6.8 (*Exceptional Voluntary Conversion of the A Ordinary Shares*).

"**Early Restricted Period End Date**" has the meaning ascribed to it in Article 6.8 (*Exceptional Voluntary Conversion of the A Ordinary Shares*).

"**Effective Time**" has the meaning given to such term in the Merger Agreement.

"**electronic general meeting**" has the meaning ascribed to it in Article 64 (*Electronic General Meeting*).

"**eligible director**" means a director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of the resolution in question).

"**Employee**" means a person who at the date of the adoption of these Articles or subsequently is employed by, or is a consultant to, any Group Company and/or holds the office of executive and/or non-executive director in any Group Company.

"**ESPP**" means the 2021 employee stock purchase plan;

"**Exceptional Voluntary Conversion**" has the meaning ascribed to it in Article 6.8 (*Exceptional Voluntary Conversion of the A Ordinary Shares*).

"**Exceptional Voluntary Conversion Date**" has the meaning ascribed to it in Article 6.8 (*Exceptional Voluntary Conversion of the A Ordinary Shares*).

"**Exceptional Voluntary Conversion Notice**" has the meaning ascribed to it in Article 6.8 (*Exceptional Voluntary Conversion of the A Ordinary Shares*).

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

"**Family Trust**" means a trust under which:

(a) the beneficial interest in the shares held by it or the income from such shares is for the time being, or may in the future be, vested in no person other than:

  (i) the settlor or a Privileged Relation of such settlor; or

  (ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in the shares or the income from them when the trust is created but may become so interested if there are no other beneficiaries from time to time except another charity or charities); and

(b) no power or control over the voting powers conferred by the shares held by it is for the time being exercisable by or subject to the consent of any person other than the trustee or trustees or the settlor or a Privileged Relation of such settlor.

"**Founders**" means each of Ron Zwanziger, Dave Scott PHD and Jerry McAleer PHD and "**Founder**" shall be construed accordingly.

"**Founder Director**" has the meaning ascribed to it in Article 10 (*The Founder Directors*) or the relevant Founder Director's alternate.

"**Founder Shares Lock-Up Period**" shall have the meaning ascribed to it in the Sponsor Agreement.

"**Group**" means the Company and its subsidiaries (if any) for the time being and "**Group Company**" means any of them.

"**Indemnified Person**" means any director, alternate director, Secretary or other officer for the time being or from time to time of the Company or any Group Company.

"**Independent Directors**" means the members of the Board designated as independent directors in accordance with the requirements of the Designated Securities Exchange Rules for a foreign private issuer.

"**instrument**" means a document in hard copy form.

"**Jefferies Warrants**" means the warrants issued by the Company to Jefferies Finance LLC pursuant to a warrant instrument dated 6 November 2020.

"**lien enforcement notice**" has the meaning ascribed to it in Article 35 (*Enforcement of the Company's lien*).

"**Market Price**" means the market value of the A Ordinary Shares which shall be deemed to be the market price of a Common Share at the close of business on the date immediately preceding the date of the Transfer Notice.

"**Merger Agreement**" means the agreement and plan of merger dated 6 April 2021 entered into between the Company, CAH and Merger Sub (as amended on 19 August 2021 and 27 August 2021 and from time to time)

"**Merger Sub**" means LumiraDx Merger Sub, Inc.

"**Morningside**" means Morningside Venture Investments Limited and MVIL, LLC.

"**Nasdaq**" means Nasdaq Global Select Market (or other similar national quotation system of the Nasdaq Stock Market).

"**ordinary resolution**" means a resolution that is described as such in its terms passed by a simple majority of such shareholders as, being entitled to do so, vote in person or by proxy at a duly convened general meeting of the Company.

"**Other Indemnitors**" means persons or entities other than the Company that may provide indemnification, advancement of expenses and/or insurance to the Indemnified Persons in connection with such Indemnified Persons' involvement in the management of the Company.

"**paid**" means paid or credited as paid.

"**participate**", in relation to a directors' meeting, has the meaning ascribed to it in Article 21 (*Participation in directors' meetings*).

"**partly paid**" in relation to a share, means that part of that share's par value or any premium at which it was issued that has not been paid to the Company.

"**person**" includes any individual, firm, corporation, body corporate, association, partnership, trust, unincorporated association, employee representative body, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality).

"**persons entitled**" has the meaning ascribed to it in Article 60.1 (*Authority to capitalise and appropriation of capitalised sum*).

"**Pharmakon Warrants**" means the warrants to be issued by the Company to BioPharma Credit Investments V (Master) LP and BPCR Limited Partnership pursuant to a warrant instrument dated 28 September 2021.

"**Privileged Relation**" means in relation to a shareholder, the spouse, civil partner or widow, widower or surviving civil partner of the shareholder and/or the shareholder's children and/or grandchildren (including step and adopted children and their issue and step and adopted children of the shareholder's children).

"**proxy notice**" has the meaning ascribed to it in Article 73 (*Content of proxy notices*).

"**relevant director**" means any director or former director of the Company or any associated company.

"**relevant loss**" means any costs, charges, losses, expenses and liabilities which have been or may be incurred by a relevant director, Secretary or other officer in the actual or purported

execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company, any associated company, any pension fund (including any occupational pension scheme) or any employees' share scheme of the Company or associated company.

"**relevant rate**" has the meaning ascribed to it in Article 40.1(b) (*Failure to comply with call notice: automatic consequences*).

"**Register**" means, as the context requires, (i) in the case of the Common Shares, the register of members holding the Common Shares to be kept in accordance with the Companies Act and maintained in accordance with the Designated Securities Exchange Rules; and/or (ii) in the case of the A Ordinary Shares, the register of members holding the A Ordinary Shares maintained by the Company in accordance with Section 40 of the Companies Act; and/or (iii) in the case of any other shares, any other register of members to be kept in accordance with the Companies Act.

"**Registration Statement**" means the Company's registration statement on Form F-4 in respect of the Merger filed with and declared effective by the SEC prior to the Closing Date.

"**Relevant Transfer Price**" has the meaning ascribed to it in Article 8.6 (*Mandatory Transfers of A Ordinary Shares*).

"**Relevant System**" means any computer based system, and procedures, permitted by the Designated Securities Exchange, which enables title in units of a security to be evidenced by a book-entry system and Transferred without a written instrument and which facilitates supplementary and incidental matters.

"**Restricted Common Shares**" has the meaning ascribed to it in Article 6.12 (*Restricted Common Shares*).

"**Restricted Period End Date**" has the meaning ascribed to it in Article 6.7(a) (*Voluntary Conversion of the A Ordinary Shares*).

"**SEC**" means the Securities and Exchange Commission of the United States of America or any other federal agency for the time being administering the Securities Act.

"**Secretary**" means the secretary of the Company and includes a joint, assistant, deputy or temporary secretary and any other person appointed to perform the duties of the secretary of the Company.

"**Securities Act**" means the Securities Act of 1933 of the United States of America, as amended, or any similar federal statute and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the time.

"**Share Option Scheme**" means any share option scheme of the Company for the incentivisation and/or reward of current and/or prospective Employees and/or consultants (or consultants service companies) of the Company and/or any Group Company, existing as at the date of adoption of these Articles.

"**shareholder**" or "**holder**" shall each mean a member who is registered as the holder of shares of any class in the Register.

"**Shareholder Requisition Meeting**" has the meaning ascribed to it under Article 61.4 (*Power to Call General Meetings*).

"**shares**" means shares of any class in the capital of the Company and "**share**" shall be construed accordingly.

"**special resolution**" means a resolution that is described as such in its terms passed by shareholders representing at least two thirds (2/3) of the total voting rights of shareholders who being entitled to vote, do so, in person or by proxy, at a duly convened general meeting of the Company.

"**Sponsor**" means CA Healthcare Sponsor LLC.

"**Sponsor Agreement**" means the agreement between, *inter alia*, the Sponsor, the Company and CAH.

"**Sponsor Common Shares**" means the Common Shares issued to the Sponsor pursuant to the Merger Agreement.

"**Sponsor Warrants**" means the 4,050,000 CAH Warrants issued to the Sponsor which will, at the Effective Time, be converted and exchanged for 405,000 Common Shares in accordance with the terms of the Sponsor Agreement.

"**subsidiary**" means a company which is a subsidiary of another company, its "holding company" by means of the holding company: (a) holding a majority of the voting rights in it; or (b) is a shareholder and has the right to appoint or remove a majority of its board of directors; or (c) is a shareholder and controls alone, pursuant to an agreement with other shareholders, a majority of the voting rights in it, or if it is a subsidiary of a company that is itself a subsidiary of that other company and "**subsidiaries**" shall be construed accordingly.

"**SVB Warrants**" means the warrants issued by the Company to Silicon Valley Bank pursuant to a warrant instrument dated 20 January 2021.

"**Swap**" means any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of shares, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.

"**Transfer**" shall mean (a) any direct or indirect sale, offer to sell, assignment, transfer, conveyance, hypothecation or other transfer or disposition of a share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law, including, without limitation, the transfer of a share to a broker or other nominee (regardless of whether there is a corresponding change in beneficial ownership), or the transfer of, or entering into a binding agreement with respect to voting control over such share by proxy or otherwise; (b) the entry into of any Swap; (c) the making of any demand for, or the exercise of any right with respect to, the registration under the Securities Act, of the offer and sale of any such share or any legal or beneficial interest in such share, or causing to be filed with the SEC a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or (d) the public announcement of any intention to do any of the foregoing, provided, however, that the following shall not be considered a "Transfer" within the meaning of these Articles: (i) the granting of a revocable proxy to officers or directors of the Company at the request of the Board in connection with actions to be taken at a general meeting of shareholders, and "**Transferred**" shall be construed accordingly.

"**Transfer Agent**" means a person approved under the Designated Securities Exchange Rules as operator of the Relevant System.

"**Transfer Entitlement Notice**" means the notice to be sent by the Company to the shareholders in the circumstances set out in the Registration Statement;

"**Transfer Notice**" has the meaning ascribed to it in Article 8.1 (*Mandatory Transfers of A Ordinary Shares*).

"**transmittee**" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"**Undesignated Shares**" has the meaning ascribed to it in Article 5.6 (*Undesignated Shares*).

"**United Kingdom**" means Great Britain and Northern Ireland.

"**US$**" or "**USD**" shall mean US Dollars, the lawful currency of the United States of America.

"**U.S. Person**" means a person who is a citizen or resident of the United States of America.

"**Voluntary Conversion**" has the meaning ascribed to it in Article 6.7(a) (*Voluntary Conversion of the A Ordinary Shares*).

"**Voluntary Conversion Date**" has the meaning ascribed to it in Article 6.7(c) (*Voluntary Conversion of the A Ordinary Shares*).

"**Voluntary Conversion Notice**" has the meaning ascribed to it in Article 6.7(a) (*Voluntary Conversion of the A Ordinary Shares*).

"**Voluntary Converting Holder**" has the meaning ascribed to it in Article 6.7(a) (*Voluntary Conversion of the A Ordinary Shares*).

"**Voluntary Conversion Rate**" means one (1) Common Share for each A Ordinary Share subject to adjustment in accordance with Article 6.9 *(Voluntary conversion rate)*.

"**Wholly-owned Group**" means a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company (including any wholly-owned subsidiary of the body corporate).

"**writing**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods and "**written**" shall be construed accordingly.

3. **INTERPRETATION**

3.1 In these Articles:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender;

(b) the table of contents and headings are for convenience only and do not affect the interpretation of these Articles;

(c) general words shall not be given a restrictive meaning:

(i) if they are introduced by the word "**other**" or "**including**" or similar words by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or

(ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words; and

(d) for the purposes only of determining whether a company is a subsidiary or holding company, shares registered in the name of a person (or its nominee) by way of security or in connection with the taking of security shall be treated as held by the person providing the security and shares held by a person as nominee for another shall be treated as held by the other.

3.2 Unless the context otherwise requires (or unless otherwise defined or stated in these Articles), words or expressions contained in these Articles shall have the same meaning as in the Act as in force from time to time.

4. **LIABILITY OF SHAREHOLDERS**

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

PART B
SHARE CAPITAL, RIGHTS AND TRANSFERS

5. **SHARE CAPITAL**

5.1 The authorised share capital of the Company is US$10,290 divided into 1,769,292,966 A Ordinary Shares of par value US$0.0000028 each, 1,769,292,966 Common Shares of par value US$0.0000028 each and 136,414,068 Undesignated Shares of par value US$0.0000028 each of such class or classes (however designated) and having such rights as the Board may determine in accordance with Article 5.6 (*Undesignated Shares*) of the Articles.

5.2 Except as otherwise provided in these Articles, the A Ordinary Shares and the Common Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.

5.3 Subject to these Articles, the Act, and where applicable, the Designated Securities Exchange Rules, all shares for the time being unissued shall be under the control of the Board who may, in their absolute discretion and without the approval of the shareholders, cause the Company to offer, allot, grant options, warrants or similar instruments with respect thereto over or otherwise dispose of the shares with or without preferred, deferred, qualified or other special rights or restrictions, whether in regard to dividends or other forms of distribution, voting, return of capital or otherwise, and to such persons and on such terms and conditions and for such consideration, and at such times as they think fit, provided no share shall be issued at a discount (except in accordance with the provisions of the Act) and in all cases, subject to the provisions of these Articles, the Designated Securities Exchange Rules and the Act but without prejudice to any rights attached to any existing shares.

5.4 Subject to the Act and these Articles, the Company may:

(a) issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares; and

(b) make payment in respect of the redemption or repurchase of its own shares in any manner authorised by the Act, including out of capital, share premium, profits or the proceeds of a fresh issue of new shares.

5.5 Shares may be issued by the Company which are nil, partly or fully paid. The Company shall not issue shares to bearer.

5.6 Without prejudice to the generality of Article 5.3 (*Share Capital*) above, the Board is hereby authorised to issue (or cause to be issued), without the approval of shareholders, one or more classes or series of undesignated shares ("**Undesignated Shares**"), and to fix the designations, powers, preferences and relative participating, optional and other rights, if any, and the qualifications, limitations and restrictions thereof, if any, including, without limitation, the number of shares constituting each such class or series of Undesignated Shares, dividend rights, conversion rights, redemption privileges, voting rights and powers (including full or limited or no voting rights or powers) and liquidation preferences, and to increase or decrease the number of shares comprising any such class or series (but not below the number of shares of any class or series of Undesignated Shares then outstanding) to the extent permitted by these Articles, applicable Designated Securities Exchange Rules, and the Act.

5.7 The Company may from time to time by ordinary resolution:

(a) consolidate and/or divide all or any of its share capital into shares of larger par value than its existing shares; and/or

(b) subdivide its existing shares, or any of them, into shares of smaller par value than is fixed by the Memorandum of Association of the Company subject (in each case) nevertheless to the provisions of section 13 of the Companies Act.

6. **RIGHTS ATTACHING TO A ORDINARY SHARES AND COMMON SHARES**

6.1 Each of the A Ordinary Shares and the Common Shares shall entitle the holders thereof to the rights and shall be subject to the restrictions set out in this Article 6 *(Rights attaching to A Ordinary Shares and Common Shares)*.

6.2 **Voting rights attaching to A Ordinary Shares**

Except as otherwise provided in these Articles, the holders of the A Ordinary Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any shareholder resolution of the Company. All shareholder resolutions of the Company at any general meeting shall be conducted by way of a poll. Each holder of A Ordinary Shares, present at such meeting in person or by proxy or by representative, shall be entitled on a poll to ten (10) votes, for each A Ordinary Share held by him.

6.3 **Voting rights attaching to Common Shares**

Except as otherwise provided in these Articles, the holders of the Common Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any shareholder resolution of the Company. All shareholder resolutions of the Company at any general meeting shall be conducted by way of a poll. Each holder of Common Shares present at such meeting in person or by proxy or by representative shall be entitled on a poll to one (1) vote, for each Common Share held by him.

6.4 **Dividends**

Any profits which the Company or the Board may determine to distribute shall be distributed amongst the holders of the A Ordinary Shares and Common Shares (equally as if they were one class of shares) pro rata (on a per share basis) according to the number of A Ordinary Shares and Common Shares held.

6.5 **Capital**

Subject to the Act, on a return of capital on a winding up (excluding any reorganisation of the Company's assets and liabilities on an intra-group and solvent basis) the assets of the Company available for distribution amongst its shareholders after payment of its liabilities shall be applied amongst the holders of the A Ordinary Shares and Common Shares (equally as if they were one class of shares) pro rata (on a per share basis) according to the number of A Ordinary Shares and Common Shares held.

6.6 **Transfer of A Ordinary Shares**

(a) Except as provided in Article 6.6(b) below (*Transfer of A Ordinary Shares*) no Transfer of any A Ordinary Shares is permitted unless such A Ordinary Shares are first voluntarily converted into Common Shares in accordance with Article 6.7 (*Voluntary conversion of the A Ordinary Shares*) or Article 6.8 (*Exceptional Voluntary Conversion of the A Ordinary Shares*).

(b) A holder of A Ordinary Shares may Transfer any of the A Ordinary Shares held by such holder without first converting them into Common Shares in accordance with Article 6.7 (*Voluntary conversion of the A Ordinary Shares*) or Article 6.8 (*Exceptional Voluntary Conversion of the A Ordinary Shares*) below if, but only if, it is:

(i) a Permitted Transfer in accordance with Article 7 (*Permitted Transfers of A Ordinary Shares*) or is a Mandatory Transfer in accordance with Article 8 (*Mandatory Transfers of A Ordinary Shares*);

(ii) in connection with the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of A Ordinary Shares, provided that such plan does not provide for a Transfer of A Ordinary Shares prior to the Restricted Period End Date and the entry into such plan is not publicly disclosed, including in any filings under the Exchange Act, prior to the Restricted Period End Date;

(iii) a Transfer of (and/or the entry into of an irrevocable commitment to agree to Transfer) A Ordinary Shares pursuant to a bona fide third party tender offer, merger, or other similar transaction made to or involving all holders of the Company's securities and involving a change of control of the Company, provided that in the event that such merger, tender offer or other transaction is not consummated, such A Ordinary Shares held by such holder shall remain subject to the restrictions on Transfer set forth herein;

(iv) the Transfer of A Ordinary Shares by gift, or by will or intestate succession to a Privileged Relation or to the trustees of a Family Trust;

(v) the Transfer of A Ordinary Shares pursuant to a court order in respect of, or by operation of applicable law as a result of, a divorce; or

(vi) if the holder of the A Ordinary Shares is a non-individual, the Transfer of A Ordinary Shares to any affiliate (as such term is defined in Rule 405 of the Securities Act), limited partner, general partner, limited liability company member, trust beneficiary or stockholder of such holder, or, if the holder of the A Ordinary Shares is a corporation, to any wholly-owned subsidiary of such holder,

and any such Transfer of an A Ordinary Share shall be effected in accordance with Article 49 (*Instrument of Transfer*); provided, however, that in the case of a Transfer permitted in accordance with Article 7 (*Permitted Transfers of A Ordinary Shares*) or in any case described in Articles 6.6(b) (iv) and (vi) (*Transfer of A Ordinary Shares*) above, it shall be a condition to such Transfer that each transferee shall receive and hold such A Ordinary Shares subject to the provisions of these Articles and that no public disclosure or filing under the Exchange Act by any party to the Transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of A Ordinary Shares in connection with such Transfer, other than, in the case of a Transfer permitted in accordance with Article 7 (*Permitted Transfers of A Ordinary Shares*) or Articles 6.6(b) (iv) and (vi) (*Transfer of A Ordinary Shares*) above, any required filing on Schedule 13D, 13D/A, 13G, 13G/A or Form 13F, provided that such Schedule 13D, 13D/A, 13G, 13G/A or Form 13F shall clearly indicate in the footnotes (x) the filing relates to the circumstances described in Article 7 (*Permitted Transfers of A Ordinary Shares*) or Articles 6.6(b) (iv) and (vi) (*Transfer of A Ordinary Shares*) above and (y) any A Ordinary Shares still held by the transferor pursuant to any Transfer shall remain subject to the terms and restrictions under these Articles,

(c) Except as provided in Articles 6.6(a) (*Transfer of A Ordinary Shares*) or Article 6.6(b) (*Transfer of A Ordinary Shares*) above, any other purported Transfer of A Ordinary Shares will be an invalid Transfer and will be void for the purposes of these Articles and the directors must refuse any application to register the proposed Transfer of any such A Ordinary Shares.

6.7 **Voluntary Conversion of the A Ordinary Shares**

(a) Subject to Article 6.8 (*Exceptional Voluntary Conversion of A Ordinary S*hares), A Ordinary Shares are not convertible into Common Shares until after the date that is one hundred and eighty (180) days after the Closing Date (the "**Restricted Period End Date**"). Subject to the Act and Article 6.8 (*Exceptional Voluntary Conversion of A Ordinary Shares*) below, each holder of A Ordinary Shares shall be entitled after the Restricted Period End Date on giving a voluntary conversion notice to the Company (a "**Voluntary Conversion Notice**") (such shareholder being a "**Voluntary Converting Holder**"), to convert all or any part of his holding of A Ordinary Shares into Common Shares at the applicable Voluntary Conversion Rate (a "**Voluntary Conversion**"), provided that if a Voluntary Converting Holder gives a Voluntary Conversion Notice in respect of part only of his holding of A Ordinary Shares so that following such conversion the Voluntary Conversion Holder shall hold a number of A Ordinary Shares smaller than the number of A Ordinary Shares required to convert into one Common Share at the Voluntary Conversion Rate then applicable, all the A Ordinary Shares held by that Voluntary Converting Holder shall be converted notwithstanding the lower figure stipulated in the Voluntary Conversion Notice. A Voluntary Conversion Notice, once delivered in accordance with this Article 6.7(a) (*Voluntary conversion of the A Ordinary* Shares), shall be irrevocable.

(b) The Voluntary Conversion Notice shall:

(i) include the number of A Ordinary Shares to be converted pursuant to the Voluntary Conversion;

(ii) be duly signed by the relevant holder of A Ordinary Shares and delivered to the Company's registered office (or such other place as the Company has notified to the holder of the A Ordinary Shares);

(iii) enclose the share certificate(s) (if any) of the relevant A Ordinary Shares to be converted (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost share certificate(s)); and

(iv) subject to Article 6.8 (*Exceptional Voluntary Conversion of A Ordinary Shares*) below, only be validly served under these Articles by the Voluntary Converting Holder if the Voluntary Conversion Notice is served on a date falling after the Restricted Period End Date.

(c) Subject to Article 6.8 (*Exceptional Voluntary Conversion of A Ordinary Shares*) below, the voluntary conversion date (the "**Voluntary Conversion Date**") shall be the date falling five (5) Business Days following the date that a Voluntary Conversion Notice is delivered to the Company in accordance with Article 6.7(a) *(Voluntary Conversion of the A Ordinary Shares)* and Article 6.7(b) (*Voluntary Conversion of the A Ordinary Shares*).

(d) The number of Common Shares to be issued on a Voluntary Conversion, or to the extent applicable, an Exceptional Voluntary Conversion, shall be determined by multiplying the total number of A Ordinary Shares to be converted (as stipulated in the Voluntary Conversion Notice, or to the extent applicable, in the Exceptional Voluntary Conversion Notice) by the Voluntary Conversion Rate in effect at the relevant Voluntary Conversion Date, or to the extent applicable, at the relevant Exceptional Voluntary Conversion Date.

(e) Subject to the Act but notwithstanding any other provision in these Articles, the Board shall effect the conversion of the total number of the A Ordinary Shares as set out in the Voluntary Conversion Notice, or to the extent applicable, in the Exceptional Voluntary Conversion Notice, pursuant to a Voluntary Conversion, or to the extent applicable, an Exceptional Voluntary Conversion, by a re-designation of the relevant number of A Ordinary Shares into the applicable number of new Common Shares pursuant to Article 6.7(d) above (*Voluntary Conversion of the A Ordinary Shares)* or by such other means as the Board deems fit. Such Voluntary Conversion shall become effective forthwith upon entries being made in the Register to record the re-designation (or conversion by such other means as the Board deems fit) of the relevant A Ordinary Shares as Common Shares.

(f) As soon as reasonably practicable and within ten (10) Business Days after the relevant Voluntary Conversion Date, or to the extent applicable, after the relevant Exceptional Voluntary Conversion Date, the Company shall take all steps necessary to register in the name of the Voluntary Converting Holder the Common Shares issued or arising upon the Voluntary Conversion, or to the extent applicable, the Exceptional Voluntary Conversion, and to issue the appropriate number of Common Shares to the Voluntary Converting Holder in accordance with Article 6.7(d) (*Voluntary Conversion of the A Ordinary Shares*) and, if the Board approves a request by the relevant Voluntary Converting Holder to issue share certificates for the appropriate number of Common Shares, forward to the Voluntary Converting Holder by post to his address shown in the Register such a definitive share certificate, together with, if approved by the Board, a new definitive share certificate representing any remaining A Ordinary Shares held by such Voluntary Converting Holder.

(g) All rights attaching to A Ordinary Shares which are converted pursuant to a Voluntary Conversion, or to the extent applicable, an Exceptional Voluntary Conversion shall automatically terminate, with effect from the relevant Voluntary Conversion Date, or to the extent applicable, the relevant Exceptional Voluntary Conversion Date.

(h) Common Shares issued or arising from a Voluntary Conversion, or to the extent applicable, an Exceptional Voluntary Conversion, will be credited as fully paid and will in all respects rank *pari passu* with the fully paid Common Shares in issue on the relevant Voluntary Conversion Date, or to the extent applicable, on the relevant Exceptional Voluntary Conversion Date, except for any dividends or other distributions declared or made or payable by reference to a record date existing before the date of issue or allotment of such Common Shares. Fractions of Common Shares will not be issued or allotted on conversion and the Voluntary Converting Holder's entitlement to Common Shares will be rounded down to the nearest whole number of Common Shares.

(i) The Voluntary Converting Holder shall pay to any relevant authority any taxes and capital, stamp, issue and registration duties (or any like or similar taxes or duties) arising on the conversion of the A Ordinary Shares into Common Shares.

(j) No holder of A Ordinary Shares:

(i) may be compelled by the Company or any other shareholder in the Company (including any other holder of A Ordinary Shares) to convert any A Ordinary Shares into Common Shares;

(ii) subject to Article 6.8 (*Exceptional Voluntary Conversion of A Ordinary Shares*), shall be able to serve a Voluntary Conversion Notice requesting the conversion of his/her/its holding of A Ordinary Shares into Common Shares at any time before the Restricted Period End Date.

6.8 **Exceptional Voluntary Conversion of A Ordinary Shares**

(a) A holder of A Ordinary Shares shall be entitled to deliver a Voluntary Conversion Notice ("**Exceptional Voluntary Conversion Notice**") in the period before the Restricted Period End Date:

(i) if:

(A) the Board has determined, in its sole and absolute discretion, that there are exceptional circumstances applying to such holder of A Ordinary Shares that warrant an Exceptional Voluntary Conversion (as defined below); or

(B) the aggregate number of:

(aa) the A Ordinary Shares to be converted pursuant to the Exceptional Voluntary Conversion Notice by the relevant holder; and

(bb) the A Ordinary Shares previously converted pursuant to an Exceptional Voluntary Conversion Notice validly served by the relevant holder in the period before the Restricted Period End Date,

together does not exceed 200 A Ordinary Shares (the "**200 A Ordinary Share Condition**"); or

(ii) if the following conditions are satisfied:

(A) subject to the requirements set out in Article 6.8(a)(ii)(B), the Exceptional Voluntary Conversion Notice is delivered to and received by the Company no earlier than the date that is three months after the Closing Date (the "**Early Restricted Period End Date**") but before the Restricted Period End Date;

(B) the holder of A Ordinary Shares delivering the Exceptional Voluntary Conversion Notice is **not** Morningside or, as at the Closing Date, an executive officer or director of the Company;

(C) the volume weighted average trading price of the Common Shares traded on a Designated Securities Exchange is at least $15.00 per Common Share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like), for at least twenty (20) trading days (whether or not consecutive) in any consecutive thirty (30) trading day period ending on the trading date immediately prior to the date of the Exceptional Voluntary Conversion Notice; and

(D) the aggregate number of:

(aa) the A Ordinary Shares to be converted pursuant to the Exceptional Voluntary Conversion Notice by the relevant holder; and

(bb) the A Ordinary Shares previously converted pursuant to an Exceptional Voluntary Conversion Notice validly served by the relevant holder in accordance with this Article 6.8 in the period between the Early Restricted Period End Date and the Restricted Period End Date,

together does not exceed 10% of the relevant shareholder's entire holding of A Ordinary Shares and Common Shares as recorded in the Register as at the date of the adoption of these Articles,

(the "**Early Conversion Conditions**"); or

(iii) if the Company sends a Transfer Entitlement Notice to the holder of A Ordinary Shares permitting such holder to convert into Common Shares the number of A Ordinary Shares set out in the relevant Transfer Entitlement Notice;

(b) An Exceptional Voluntary Conversion Notice shall only be validly served:

(i) in the case of:

(A) Article 6.8(a)(i)(A), if the Board (having been satisfied of the validity of the exceptional circumstances notified to it) provides its written consent to the conversion of the total number of A Ordinary Shares set out in the Exceptional Voluntary Conversion Notice into the relevant number of Common Shares in the period before the Restricted Period End Date; or

(B) Article 6.8(a)(i)(B), on the Board notifying the relevant holder of A Ordinary Shares that the 200 A Ordinary Share Condition has been satisfied;

(ii) in the case of Article 6.8(a)(ii), on the Board notifying the relevant holder of A Ordinary Shares that the Early Conversion Conditions have been satisfied, and

(iii) in the case of Article 6.8(a)(iii), if the total number of A Ordinary Shares to be converted into Common Shares pursuant to the Exceptional Voluntary Conversion Notice is no more than the number of A Ordinary Shares that such holder of A Ordinary Shares is permitted to convert pursuant to the relevant Transfer Entitlement Notice (the "**Transfer Entitlement Condition**");

(each an "**Exceptional Voluntary Conversion**").

(c) If the Board:

(i) provides its written consent to the Exceptional Voluntary Conversion in accordance with Article 6.8(b)(i)(A); or

(ii) notifies the relevant holder that the 200 A Ordinary Share Condition has been satisfied in accordance with Article 6.8(b)(i)(B); or

(iii) notifies the relevant holder that the Early Conversion Conditions have been satisfied in accordance with Article 6.8(b)(ii); or

(iv) notifies the relevant holder that the Transfer Entitlement Condition has been satisfied in accordance with Article 6.8(b)(iii),

the relevant number of A Ordinary Shares (set out in the Exceptional Voluntary Conversion Notice) shall be converted into Common Shares at the applicable Voluntary Conversion Rate in accordance with Article 6.7 (*Voluntary Conversion of A Ordinary Shares*) above, save that for the purposes of this Article 6.8 the voluntary conversion date shall be the date falling five (5) Business Days following the date that the Board provided to the relevant holder of A Ordinary Shares either: (i) its written consent to the Exceptional Voluntary Conversion in accordance with Article 6.8(b)(i)(A); or (ii) its notification that the 200 A Ordinary Share Condition has been satisfied in accordance with Article 6.8(b)(i)(B), or (iii) its notification that the Early Conversion Conditions have been satisfied in accordance with Article 6.8(b)(ii), or (iv) its notification that the Transfer Entitlement Condition has been satisfied in accordance with Article 6.8(b)(iii), (in each case the "**Exceptional Voluntary Conversion Date**").

(d) Any Common Shares issued or arising from an Exceptional Voluntary Conversion pursuant to Article 6.8(a) (*Exceptional Voluntary Conversion of A Ordinary Shares*) above will not be subject to the restrictions on Transfer set out in Article 6.12 (*Restricted Common Shares*).

6.9 **Voluntary Conversion Rate**

The Voluntary Conversion Rate applicable to each A Ordinary Share in connection with any Voluntary Conversion or Exceptional Voluntary Conversion under these Articles shall be adjusted from time to time in accordance with the provisions of this Article 6.9 *(Voluntary conversion rate)*:

(i) if while A Ordinary Shares remain capable of being converted into Common Shares there is a consolidation and/or sub-division of any A Ordinary Shares or Common Shares, the Voluntary Conversion Rate shall be adjusted by an amount, which in the opinion of the Board is fair and reasonable, to maintain the right to convert so as to ensure that each holder of A Ordinary Shares has the same economic interest before and after such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or subdivision;

(ii) if while A Ordinary Shares remain capable of being converted into Common Shares, on an allotment of shares pursuant to a capitalisation of profits or reserves to holders of Common Shares the Voluntary Conversion Rate shall be adjusted by an amount, which in the opinion of the Board is fair and reasonable, to maintain the right to convert so as to ensure that each A Ordinary Shareholder has the same economic interest before and after such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such allotment of shares,

and if there is an adjustment to the Voluntary Conversion Rate then upon conversion of the relevant A Ordinary Shares the additional Common Shares to be issued (if applicable) shall be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful, in which case the relevant shareholders shall be entitled to subscribe for such additional Common Shares in cash at their par value and, subject to the payment of any cash payable (if applicable), such additional Common Shares shall be issued, credited fully paid up and shall rank *pari passu* in all respects with the existing Common Shares except for any dividends or other distributions declared, made, or payable by reference to a record date prior to the issue of such additional Common Shares.

6.10 **No Further Issuance**

Except for the issuance of any A Ordinary Shares issuable upon the exercise of any Rights outstanding at the Closing Date, the Company shall not at any time after the Closing Date issue any A Ordinary Shares.

6.11 **Transfer of Common Shares**

(a) Subject to Articles 6.12 (*Restricted Common Shares*) and 6.13 (*Restrictions on Transfer of Sponsor Common Shares*) below, a holder of the Common Shares may Transfer Common Shares in accordance with the provisions of this Article 6.11 (*Transfer of Common Shares*).

(b) Subject to Articles 6.12 (*Restricted Common Shares*) and 6.13 (*Restrictions on Transfer of Sponsor Common Shares*) below, each shareholder may Transfer all or any of its Common Shares by means of an instrument of transfer in any usual or common form or in a form prescribed by the Designated Securities Exchange Rules or in any other form approved by the Board (including by means of the Relevant System). Any instrument of transfer must be lodged at the Company's registered office (or such other place as the Company thinks fit) and must be accompanied, to the extent applicable, with the relevant share certificate(s) (or any indemnity for lost certificate(s) in a form acceptable to the Board) representing such Common Shares to be so Transferred, provided that the Board may dispense with the execution of the instrument of transfer (or delivery of any share certificates) in any case which it thinks fit in its discretion to do so. Without prejudice to the generality of the foregoing, title to Common Shares may be evidenced and Transferred in accordance with the Relevant System and the Board may resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers including, where applicable, in accordance with the Relevant System or in any other form prescribed by the Designated Securities Exchange.

(c) The Company shall enter the transferee of such Common Shares on the Register as the holder of such Common Shares, and, if the Board approves a transferee's request that a share certificate should be issued, within ten (10) Business Days of the Transfer the Company shall send to such holder by post (at such shareholder's sole risk) a definitive share certificate for the appropriate number of fully paid Common Shares. The transferor shall be deemed to remain the holder of the relevant Common Shares until the name of the transferee is entered in the Register in respect thereof.

(d) Nothing in these Articles shall require Common Shares to be Transferred by a written instrument if the Act and/or the Designated Securities Exchange Rules provide otherwise and the directors shall be empowered to implement such arrangements as they consider fit in accordance with and subject to the Act and the Designated Securities Exchange Rules to regulate the transfer of title to Common Shares (including Common Shares held in uncertificated form) and for the approval or disapproval, as the case may be, by the Board of the registration of those Transfers.

(e) Subject to the provisions of the Act or the Designated Securities Exchange Rules, and without prejudice to Article 47 and any powers which the Company or the Board may have to issue, allot, dispose of, or otherwise deal with or make arrangements in relation to the Common Shares and other securities in any form:

(i) the Board may permit the holding of Common Shares in uncertificated form;

(ii) the Company may issue Common Shares in uncertificated form;

(iii) Common Shares may be converted from certificated form to uncertificated form and vice versa with the consent of the Board;

(iv) title to Common Shares held in uncertificated form may be Transferred by means of a Relevant System.

(f) Where the Company is entitled under any provision of the Act, the Designated Securities Exchange Rules or these Articles to Transfer a Common Share held in uncertificated form (the "**Uncertificated Common Share**"), the Company shall be entitled, subject to the provisions of the Act and the facilities and the requirements of the Relevant System:

(i) to require a holder of that Uncertificated Common Share by notice to change that Common Share into certificated form within a period specified in the notice and to hold that Common Share in certificated form so long as required by the Company;

(ii) to require the holder of that Uncertificated Common Share by notice to give any instructions necessary to the Transfer Agent to Transfer title to that Common Share within the period specified in the notice;

(iii) to require the holder of that Uncertificated Common Share by notice to appoint any person, including, without limitation, the giving of any instructions by means of the Relevant System, necessary to Transfer that Common Share within the period specified in the notice and such steps shall be effective as if they have been taken by the registered holder of that Common Share; and/or

(iv) to take any action that the Board considers appropriate to achieve the Transfer of that Common Share, or otherwise to enforce a lien in respect of that Common Share.

6.12 **Restricted Common Shares**

(a) Except for the CAH Common Shares, any holder of Common Shares that are issued by the Company:

(A) upon the exercise of any of the 2020 Warrants, the Jefferies Warrants, the SVB Warrants or the Pharmakon Warrants;

(B) upon the exercise of any of the CAH Warrants; and

(C) at or prior to the date of the adoption of these Articles (but excluding the Sponsor Common Shares and any Common Shares to which the provisions of Article 6.8(d) apply),

together being the "**Restricted Common Shares**",

may not, except as provided in Article 6.12(c) (*Restricted Common Shares*) below, Transfer such Restricted Common Shares at any time up to and including the Restricted Period End Date. After the Restricted Period End Date, the Restricted Common Shares shall, subject to applicable law and the Designated Securities Exchange Rules, be freely transferable in accordance with the provisions of Article 6.11 (*Transfer of Common Shares*) above.

(b) Except as provided in Article 6.12(c) (*Restricted Common Shares*), any purported Transfer of the Restricted Common Shares at any time up to and including the Restricted Period End Date will be an invalid Transfer and will be void for the purposes of these Articles and the directors of the Company must refuse any application to register the proposed Transfer of any such Restricted Common Shares. The Company will ensure stop transfer restrictions are placed on the Restricted Common Shares up to and including the Restricted Period End Date.

(c) A holder of Restricted Common Shares will be entitled to Transfer his/her/its holding of Restricted Common Shares (in whole or in part) in the period before the Restricted Period End Date if, and only if:

(i)

(A) the Board has determined in its sole and absolute discretion, having been satisfied of the validity of the exceptional circumstances notified to it, that there are exceptional circumstances applying to such holder of Restricted Common Shares and has provided its written consent to the Transfer of such number of Restricted Common Shares as is stated in such written consent; or

(B) the aggregate number of Restricted Common Shares to be Transferred by the relevant holder in the period before the Restricted Period End Date (together with any Restricted Common Shares previously Transferred by the relevant holder pursuant to this Article 6.12(c)(i)(B)) shall not exceed 200 Common Shares; or

(C) the Company has sent a Transfer Entitlement Notice to the holder of the Restricted Common Shares permitting such holder to Transfer the number of Restricted Common Shares set out in such Transfer Entitlement Notice and the total number of Restricted Common Shares to be Transferred is no more than the amount such holder is permitted to Transfer as provided for in such Transfer Entitlement Notice; or

(D) the Restricted Common Shares have been issued to such holder under the ESPP; or

(ii) the following conditions are satisfied:

(A) subject to the requirements set out in Article 6.12(c)(ii)(B), the Transfer of Restricted Common Shares will be completed no earlier than the Early Restricted Period End Date but before the Restricted Period End Date;

(B) the holder of the Restricted Common Shares is **not** Morningside or, as at the Closing Date, an executive officer or director of the Company;

(C) the volume weighted average trading price of the Common Shares traded on a Designated Securities Exchange is at least $15.00 per Common Share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like), for at least twenty (20) trading days (whether or not consecutive) in any consecutive thirty (30) trading day period ending on the trading date immediately prior to the proposed date of Transfer of such Restricted Common Shares; and

(D) the aggregate number of Restricted Common Shares to be Transferred by the relevant holder in the period between the Early Restricted Period End Date and Restricted Period End Date (together with any Restricted Common Shares previously Transferred by the relevant holder pursuant to this Article 6.12(c)(ii)) shall not exceed 10% of the relevant shareholder's entire holding of A Ordinary Shares and Common Shares as recorded in the Register as at the date of the adoption of these Articles; or

(iii) it is a Transfer of Restricted Common Shares (and/or, in the case of Article 6.12(c)(iii)(C) (*Restricted Common Shares*) below only, the entry into of an irrevocable commitment to agree to a Transfer of Restricted Common Shares):

(A) in connection with the vesting or "cashless" exercise of any of the 2020 Warrants or any of the Jefferies Warrants or any of the SVB Warrants, or any of the Pharmakon Warrants in accordance with the terms of the relevant warrant instrument to cover the exercise price payable in connection with such vesting or exercise for the purpose of exercising such 2020 Warrants, the Jefferies Warrants, the SVB Warrants or the Pharmakon Warrants that expire prior to the Restricted Period End Date, provided that any Restricted Common Shares received upon such exercise and any remaining Restricted Common Shares held by such holder will be subject to all of the restrictions set forth herein;

(B) in connection with the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Restricted Common Shares, provided that such plan does not provide for a Transfer of Restricted Common Shares prior to the Restricted Period End Date and the entry into such plan is not publicly disclosed, including in any filings under the Exchange Act, prior to the Restricted Period End Date;

(C) a Transfer of (and/or the entry into of an irrevocable commitment to agree to Transfer) Restricted Common Shares pursuant to a bona fide third party tender offer, merger, or other similar transaction made to or involving all holders of the Company's securities and involving a change of control of the Company, provided that in the event that such merger, tender offer or other transaction is not consummated, such Restricted Common Shares held by such holder shall remain subject to the restrictions on Transfer set forth herein;

(D) by gift, or by will or intestate succession to a Privileged Relation or to the trustees of a Family Trust;

(E) pursuant to a court order in respect of, or by operation of applicable law as a result of, a divorce; or

(F) if the holder of the Restricted Common Shares is a non-individual, to any affiliate (as such term is defined in Rule 405 of the Securities Act), limited partner, general partner, limited liability company member, trust beneficiary or stockholder of such holder, or, if the holder of the Restricted Common Shares is a corporation, to any wholly-owned subsidiary of such holder,

provided, however, that in any case described in Articles 6.12(c)(iii)(D), and (F) (*Restricted Common Shares*) above, it shall be a condition to such Transfer that each transferee shall receive and hold such Restricted Common Shares subject to the provisions of these Articles and that no public disclosure or filing under the Exchange Act by any party to the Transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of Restricted Common Shares in connection with such Transfer, other than, in the case of a Transfer permitted in accordance with Articles 6.12(c)(iii)(D) and (F) above, any required filing on Schedule 13D, 13D/A, 13G, 13G/A or Form 13F, provided that such Schedule 13D, 13D/A, 13G, 13G/A or Form 13F shall clearly indicate in the footnotes (x) the filing relates to the circumstances described in Articles 6.12(c)(iii)(D), and (F) and (y) any Restricted Common Shares still held by the transferor pursuant to any Transfer remain subject to the terms and restrictions under these Articles.

6.13 **Transfer of Sponsor Common Shares**

Any Transfer of Sponsor Common Shares shall be subject to the restrictions on Transfer set out in the Sponsor Agreement for the Founder Shares Lock-Up Period, provided that a holder of Sponsor Common Shares will be entitled to Transfer his/her/its holding of Sponsor Common Shares (in whole or in part) in the period before the end of the Founder Shares Lock-Up Period if, and only if the Board has determined in its sole and absolute discretion, having been satisfied of the validity of the exceptional circumstances notified to it, that there are exceptional circumstances applying to such holder of Sponsor Common Shares and has provided its written consent to the Transfer of such number of Sponsor Common Shares as is stated in such written consent. At any time up to and including the Founders Shares Lock-up Period any purported Transfer of the Sponsor Common Shares, other than as provided for in this Article 6.13, will be an invalid Transfer and will be void for the purposes of these Articles and the directors of the Company must refuse any application to register the proposed Transfer of any such Sponsor Common Shares. The Company will ensure stop transfer restrictions are placed on the Sponsor Common Shares up to and including the Founders Shares Lock-up Period.

7. **PERMITTED TRANSFERS OF THE A ORDINARY SHARES**

7.1 **Transfers to Privileged Relations, Family Trusts and nominees**

(a) Any shareholder being an Employee (at the time of the proposed Transfer) may at any time Transfer the A Ordinary Shares held by him to a Privileged Relation (who may Transfer such A Ordinary Shares to the original shareholder or to another Privileged Relation of the original shareholder but any other transfer by the Privileged Relation shall be subject to the same restrictions as though they were transfers by the original shareholder himself) or to the trustees of his Family Trust.

(b) The trustees of a Family Trust may Transfer A Ordinary Shares held by them in their capacity as trustees:

(i) on a change of trustees, to the new trustees of that Family Trust;

(ii) to a person who has an immediate beneficial interest under the Family Trust; or

(iii) to another Family Trust in which the settlor of such Family Trust is the same shareholder as the settlor of the original Family Trust.

(c) A Ordinary Shares may be Transferred by a shareholder to a person to hold such A Ordinary Shares as his bare nominee and the nominee may Transfer such A Ordinary Shares without restriction to the original shareholder or to another bare nominee of such original shareholder but any other Transfers by the nominee shall be subject to the same restrictions as though they were Transfers by the original shareholder himself.

7.2 **Transfers by corporate shareholders**

A corporate shareholder may at any time Transfer A Ordinary Shares to another member of its Wholly-owned Group.

7.3 **Transfers between A Ordinary Shareholders**

Any holder of A Ordinary Shares may at any time Transfer some or all of its A Ordinary Shares held by him/her/it to another holder of A Ordinary Shares.

8. MANDATORY TRANSFERS OF A ORDINARY SHARES

8.1 Transfer if trust ceases to be a Family Trust

If any trust whose trustees hold A Ordinary Shares ceases to be a Family Trust or there cease to be any beneficiaries of the Family Trust other than a charity or charities, then the trustees shall without delay notify the Company that such event has occurred and, if the trustees have not, within fourteen (14) days of receiving a request from the Board to do so, Transferred the A Ordinary Shares back to the settlor of that Family Trust or to a Privileged Relation of the settlor or to another Family Trust of the settlor, they shall be deemed to have served the Company with a notice in writing ("**Transfer Notice**") in respect of all such A Ordinary Shares on the date on which the trust ceased to be a Family Trust or the date there ceased to be any beneficiaries other than a charity or charities (as appropriate) and the deemed service of the Transfer Notice shall authorise any director of the Company (acting as agent for the transferor(s)) to execute such instruments of transfer as are required to Transfer the relevant A Ordinary Shares back to the settlor of that Family Trust or a Privileged Relation of the settlor or another Family Trust of the settlor at the Relevant Transfer Price and such A Ordinary Shares may not be Transferred otherwise than in accordance with this Article 8.1 (*Transfer if trust ceases to be a Family Trust).*

8.2 Transfer if A Ordinary Shares cease to be held by a Privileged Relation

If a Privileged Relation holding A Ordinary Shares Transferred to him under Article 7.1 (*Transfers to Privileged Relations, Family Trusts and nominees*) ceases to be a Privileged Relation of the original shareholder who held them (other than by reason of death of the Privileged Relation), the Privileged Relation then holding the A Ordinary Shares shall without delay notify the Company that this event has occurred and, if the Privileged Relation has not, within fourteen (14) days of receiving a request from the Board to do so, Transferred the A Ordinary Shares back to the original shareholder or another Privileged Relation of the original shareholder or Family Trust of the original shareholder, shall be deemed to have served the Company with a Transfer Notice in respect of all such A Ordinary Shares as at the date on which he ceased to be a Privileged Relation of the original shareholder and the deemed service of the Transfer Notice shall authorise any director of the Company (acting as agent for the transferor(s)) to execute such instruments of transfer as are required to Transfer the relevant A Ordinary Shares back to the original shareholder or another Privileged Relation of the original shareholder or Family Trust of the original shareholder at the Relevant Transfer Price and such A Ordinary Shares may not be Transferred otherwise than in accordance with this Article 8.2 (*Transfer if A Ordinary Shares cease to be held by a Privileged Relation*).

8.3 Transfer on change of control of corporate shareholder

If a corporate shareholder holding A Ordinary Shares Transferred to it under Article 7.2 (*Transfers by corporate shareholders*) ceases to be a member of the same Wholly-owned Group as the original corporate shareholder who held them, the corporate shareholder then holding those A Ordinary Shares shall without delay notify the Company that this event has occurred and, if it has not, within fourteen (14) days of receiving a request from the Board to do so, Transferred such A Ordinary Shares either (i) back to the original corporate shareholder; or (ii) to a member of the Wholly-owned Group of the original corporate shareholder, that corporate shareholder shall be deemed to have served the Company with a Transfer Notice in respect of all such A Ordinary Shares as at the date on which it ceased to be a member of the relevant Wholly-owned Group and the deemed service of the Transfer Notice shall authorise any director of the Company (acting as agent for the transferor(s)) to execute such instruments of transfer as are required to Transfer the relevant A Ordinary Shares either (i) back to the original corporate shareholder; or (ii) to a member of the Wholly-owned Group of that original corporate shareholder at the Relevant Transfer Price and such A Ordinary Shares may not be Transferred otherwise than in accordance with this Article 8.3 (*Transfer on change of control of corporate shareholder*).

8.4 **Deemed Transfer Notice**

Save where these Articles expressly provide otherwise, if in any case under the provisions of these Articles:

(a) the directors require a Transfer Notice to be given in respect of any A Ordinary Shares; or

(b) a person has become bound to give a Transfer Notice in respect of any A Ordinary Shares,

and such a Transfer Notice is not duly given within a period of two weeks of demand being made or within the period allowed thereafter respectively a Transfer Notice shall be deemed to have been given at the expiration of such period and under such Transfer Notice any director of the Company (acting as agent for the transferor(s)) shall be authorised to execute such instruments of transfer as are required to Transfer the relevant A Ordinary Shares at the Relevant Transfer Price and shall (subject only to stamping of the transfers, if required) cause the names of the proposed transferee to be entered in the Register as the holders of such A Ordinary Shares and shall hold the Relevant Transfer Price on trust for the proposing transferor. The receipt of the Company shall be a good discharge to those transferees, and after the names have been entered in the Register under this provision, the validity of the transactions shall not be questioned by any person.

8.5 **Effect on A Ordinary Share rights**

(a) The provisions of this Article 8.5 (*Effect on A Ordinary Share rights*) apply:

(i) from the date of the Transfer Notice or deemed Transfer Notice to any A Ordinary Shares which become subject to a Transfer Notice or deemed Transfer Notice served under the provisions of this Article 8 (*Mandatory Transfers of A Ordinary Shares*); and

(ii) from the date of issue of any A Ordinary Shares issued to the proposed transferor under a Transfer Notice or deemed Transfer Notice served under the provisions of this Article 8 (*Mandatory Transfers of A Ordinary Shares*) where such A Ordinary Shares are issued after the date of such Transfer Notice or deemed Transfer Notice (whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the A Ordinary Shares or otherwise).

(b) Any A Ordinary Shares to which this Article 8.5 (*Effect on A Ordinary Share rights*) applies shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting or at any meeting of the holders of any class of A Ordinary Shares in the capital of the Company and such A Ordinary Shares shall not be counted in determining the total number of votes which may be cast at any such meeting of any shareholder or class of shareholders or any consent under these Articles or otherwise. Such rights shall be restored immediately upon the Company registering a Transfer of the relevant A Ordinary Shares pursuant to these Articles.

8.6 **Relevant Transfer Price**

For the purposes of this Article 8 (*Mandatory transfers of A Ordinary Shares*), the "**Relevant Transfer Price**" means the Market Price.

9. **REGISTRATION**

9.1 The Board may in its absolute discretion and without giving any reason therefor, refuse to register a Transfer:

(a) of a share that is not fully paid up (as to both par value and any premium);

(b) of a share issued under any Share Option Scheme or other share incentive arrangement upon which a restriction on Transfer imposed thereby still subsists;

(c) of a share on which the Company has a lien; or

(d) of a share in the circumstances set out in Article 6.6(c) (*Transfer of A Ordinary Shares*), Article 6.12(b) (*Restricted Common Shares*) or Article 6.13 (*Transfer of Sponsor Common Shares*).

9.2 The registration of Transfers of shares or of any class of shares may, after compliance with any notice requirement of any Designated Securities Exchange, be suspended and the Register be closed at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as the Board may determine.

9.3 If the Directors refuse to register a Transfer, they shall within two (2) months after the date on which the Transfer was lodged with the Company send to the transferee notice of the refusal.

9.4 For the purposes of ensuring that a Transfer is duly authorised or that no circumstances have arisen whereby a Transfer Notice is required to be given, the directors may at the Company's expense request any shareholder or past shareholder or the personal representative or trustee in bankruptcy, administrative receiver or liquidator or administrator of any shareholder or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the directors may reasonably think fit regarding any matter which they may deem relevant to such purpose.

9.5 Failing such information or evidence being furnished to the reasonable satisfaction of the directors within ten (10) Business Days after such request or if such information or evidence discloses, or otherwise reveals, that the Transfer was made in breach of these Articles (including that a Transfer Notice ought to have been given in respect of any shares):

(a) the directors shall be entitled to refuse to register the Transfer in question;

(b) the relevant shares shall cease to confer upon the holder of them (or any proxy) any rights:

(i) to vote at a general meeting of the Company or at any meeting of the class of shares in question of the Company; or

(ii) to receive dividends or other distributions otherwise attaching to the shares or to receive any further shares issued in respect of those shares; and

(c) the directors may by notice in writing require that a Transfer Notice be given forthwith in respect of all the shares concerned.

PART C
FOUNDER DIRECTORS

10. **THE FOUNDER DIRECTORS**

10.1 For so long as the Founders and each of their respective Affiliates (in aggregate) control, directly or indirectly, any of the A Ordinary Shares then outstanding, Ron Zwanziger (for and on behalf of each of the Founders) shall be entitled to nominate and have appointed (and remove and replace) by written notice to the Company three (3) directors to the Board (the "**Founder Directors**").

10.2 As at the date of the adoption of these Articles, the Founder Directors shall be each of the Founders.

10.3 Any resolution to remove a Founder Director shall, in order for the relevant resolution to be passed and adopted by the Company, require the A Ordinary Shares held by Ron Zwanziger and each of his Affiliates to vote in favour of the relevant resolution at the general meeting at which such resolution is proposed.

PART D
DIRECTORS AND SECRETARY
NUMBER AND APPOINTMENT OF DIRECTORS

11. NUMBER OF DIRECTORS

11.1 The number of directors (other than any alternate directors) shall be at least three (3) and shall be subject to any maximum number fixed from time to time by a resolution of the majority of the Board, with the voting approval of the Founder Directors.

11.2 The directors, other than the Founder Directors, shall be divided into two classes designated as the Class I directors (the "**Class I Directors**") and the Class II directors (the "**Class II Directors**"). Other than the Founder Directors, each director shall be assigned to each class in accordance with a resolution or resolutions adopted by the Board. If the number of directors is changed in accordance with these Articles, any newly created directorships or decrease in directorships shall be so apportioned among the two classes as to make the number of the Class I Directors and the Class II Directors as nearly equal as is reasonably practicable, provided that no decrease in the number of directors constituting the Board shall in itself shorten the term of any incumbent director.

11.3 Each director, other than the Founder Directors, shall hold office until the expiration of the term for which he or she is elected and until his or her successor has been duly elected or until his or her earlier resignation, death or removal in accordance with the provisions of these Articles.

12. METHODS OF APPOINTING DIRECTORS

12.1 Subject to these Articles, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director (other than a Founder Director):

(a) by ordinary resolution; or

(b) by a majority decision of the directors.

12.2 Any vacancies on the Board (other than in the case of the Founder Directors) resulting from death, resignation, disqualification, removal or other cause, shall, except as otherwise provided by the Act, be filled only by a majority decision of the Board and not by a resolution of the shareholders. Any director elected in accordance with this provision shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until his or her successor has been duly elected.

12.3 A director shall not be required to hold any shares by way of qualification.

12.4 While any shares are admitted to trading on a Designated Securities Exchange, the Board must at all times comply with the residency and citizenship requirements of securities laws of the United States applicable to foreign private issuers and shall at no time have a majority of directors who are U.S. Persons. Notwithstanding any other provision in these Articles, no appointment or election of a U.S. Person as a director shall be permitted if such appointment or election would have the effect of creating a majority of directors who are U.S. Persons, and any such appointment or election shall be disregarded for all purposes.

13. **NUMBER OF DIRECTORS TO RETIRE**

13.1 The term of office of the initial Class I Directors shall expire at the first AGM following the Closing Date. The term of office of the initial Class II Directors shall expire at the second AGM following the Closing Date.

13.2 At each AGM, commencing with the first AGM following the Closing Date, the directors whose term shall have expired at such AGM shall resign and each of the successors elected to replace such directors (or any directors re-elected at such AGM) shall be elected (or re-elected) to hold office until the second AGM next succeeding his or her election or re-election and until his or her respective successor has been duly elected.

13.3 The Founder Directors shall not be subject to any retirement or re-election requirements set out in Article 13.2 *(Number of directors to retire)* above and shall remain in office until he or she resigns or otherwise ceases to be a director in accordance with these Articles.

14. **TERMINATION OF DIRECTOR'S APPOINTMENT**

14.1 A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by, to the extent applicable, any provisions of the Designated Securities Exchange Rules;

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) by reason of that person's death;

(f) by reason of that person's mental health, a court having jurisdiction (whether in the Cayman Islands or elsewhere) makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(g) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or

(h) save in the case of a Founder Director, that person has, for more than six consecutive months, been absent without permission of the directors from meetings of directors held during that period and the directors make a decision that that person's office be vacated.

14.2 Any director, other than a Founder Director, may be removed from office (for cause only) by the shareholders passing a special resolution. The notice of any meeting at which a resolution to remove a director shall be proposed or voted upon must contain a statement of the intention to remove that director and such notice must be served on that director not less than ten (10) Business Days before the meeting. Such director is entitled to attend the meeting and be heard on the motion for his removal.

15. **DIRECTORS' GENERAL AUTHORITY**

15.1 Subject to the provisions of the Act, these Articles and to the Designated Securities Exchange Rules, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company whether relating to the management of the business or not, including, without limitation, the power to dispose of all or any part of the undertaking of the Company.

15.2 The directors may from time to time at their discretion exercise all the powers of the Company to raise or borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof, to issue debentures, debenture stock, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

16. **DELEGATION OF DIRECTORS' POWERS**

16.1 Subject to these Articles and the Designated Securities Exchange Rules, the directors may from time to time appoint any person, whether or not a director of the Company, to hold such office in the Company as the directors may think necessary for the administration of the Company, including without prejudice to the foregoing generality, the offices of chief executive officer and chief financial officer, one or more vice presidents, managers or controllers, and for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another) and with such powers and duties as the directors may think fit.

16.2 Subject to applicable law and the Designated Securities Exchange Rules, the directors may delegate any of their powers to a committee (including, without limitation, an Audit Committee), consisting of one or more directors. They may also delegate to any executive officer or committee of executive officers such of their powers as they consider desirable to be exercised by him or them. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of the Articles regulating the proceedings of directors so far as they are capable of applying. Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

16.3 Without limiting the generality of Article 16.2 (*Delegation of Directors' Powers*), the Board shall establish a permanent Audit Committee which shall consist of such number of directors as the Board shall from time to time determine (or such minimum number as may be required from time to time by any Designated Securities Exchange) and shall be made up of such number of Independent Directors as is required from time to time by the rules of the Designated Securities Exchange or as otherwise required by applicable law. At least one (1) member of the Audit Committee will be an audit committee financial expert as determined by the rules adopted by the Designated Securities Exchange. Such financial expert shall have a special past employment experience in finance or accounting, requisite professional certification in accounting, or any other comparable experience or background which results in the individual's financial sophistication.

16.4 If a committee is established, the Board may adopt formal written charters for such committees which the Board shall review and assess the adequacy of such formal written charters on an annual basis. Each of these committees shall be empowered to do all things necessary to exercise the rights of such committee set forth in these Articles and shall have such powers as the Board may delegate pursuant to Article 16.2 (*Delegation of Directors' Powers)* and as required by the rules of the Designated Securities Exchange or applicable law.

17. **AGENTS**

17.1 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board) and for such period and on such conditions as the Board determines, including without limitation authority for the agent to delegate all or any of his powers, authorities and discretions, and may revoke or vary such delegation.

PART E
DECISION-MAKING BY DIRECTORS

18. **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

18.1 The general rule about decision-making by directors is that, save as otherwise provided for in these Articles, any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19 (*Unanimous decisions*).

18.2 At any meeting of the directors each director (or his alternate director) present at the meeting shall be entitled to one (1) vote.

19. **UNANIMOUS DECISIONS**

19.1 A decision of the directors is taken in accordance with this Article 19 *(Unanimous decisions)* when all eligible directors indicate to each other by any means, excluding the means of text messaging, that they share a common view on a matter.

19.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.

19.3 A decision may not be taken in accordance with this Article 19 *(Unanimous decisions)* if the eligible directors would not have formed a quorum at a directors' meeting held to discuss the matter in question.

20. **CALLING A DIRECTORS' MEETING**

20.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Secretary (if any) to give such notice.

20.2 Notice of any directors' meeting must indicate:

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

20.3 Save as otherwise provided in these Articles or with the unanimous consent of all directors, notice of a directors' meeting must be given to each director, but need not be in writing.

20.4 Save with the unanimous consent of all directors, at least five (5) Business Days' notice of each directors' meeting shall be given in accordance with these Articles.

21. **PARTICIPATION IN DIRECTORS' MEETINGS**

Subject to these Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with these Articles; and

(b) they can each communicate orally, including by means of telephone, video conference or other audio or audio-visual link or any other form of telecommunication, to the others any information or opinions they have on any particular item of the business of the meeting.

21.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other, provided that all persons participating in the meeting can hear each other.

21.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is. Participation by a person in a meeting by a conference telephone or other communications equipment is treated as presence in person at that meeting and such person is counted in the quorum and is entitled to vote.

21.4 Without prejudice to Article 19 (*Unanimous decisions*), a resolution in writing (in one or more counterparts) signed by all the directors or all the members of a committee of the directors (an alternate director being entitled to sign such a resolution on behalf of his appointor and if such alternate director is also a director, being entitled to sign such resolution both on behalf of his appointor and in his capacity as a director) shall be as valid and effective as if it had been passed at a meeting of the directors, or committee of directors as the case may be, duly convened and held. Unless otherwise provided by its terms, such a resolution shall be effective from the date and time of the last signature

21.5 All acts done by any meeting of the directors or of a committee of the directors (including any person acting as an alternate Director) shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any director or alternate director, and/or that they or any of them were disqualified, and/or had vacated their office and/or were not entitled to vote, be as valid as if every such person had been duly appointed and/or not disqualified to be a director or alternate director and/or had not vacated their office and/or had been entitled to vote, as the case may be.

21.6 The directors may, from time to time, invite certain persons to attend meetings of the Board in an observer capacity and to receive, at its discretion, any of the documents and materials that are provided to each director.

22. **QUORUM FOR DIRECTORS' MEETINGS**

22.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

22.2 The quorum necessary for the transaction of business of the directors is two (2) eligible directors, provided that one such director is a Founder Director, save that:

(a) where there is a sole director, the quorum is one (1); and

(b) where the business to be transacted at the meeting is the authorisation of a conflict of a Founder Director pursuant to Article 25 (*Conflicts of interest*), the quorum is one (1) eligible director and that Founder Director's presence is not required to constitute a quorum.

22.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

23. **CHAIRING OF DIRECTORS' MEETINGS**

23.1 Subject to the provisions of Clause 23.4, the directors may appoint a director to chair their meetings.

23.2 Subject to the provisions of Clause 23.4, if the directors appoint a director to chair their meetings, the person so appointed for the time being is known as the Chairman and the directors may terminate his appointment as Chairman at any time.

23.3 Subject to the provisions of Clause 23.4, if the Chairman is unwilling to chair a directors' meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start or, if at any time during the meeting, the Chairman ceases to be a participating director, the participating directors must appoint one of themselves to chair it (or chair such part of it in relation to which the Chairman ceases to be a participating director, as the case may be).

23.4 Unless otherwise agreed by the holder(s) of the majority of the A Ordinary Shares at the relevant time and the voting approval of the shares held by Ron Zwanziger and each of his Affiliates, the Chairman shall be Ron Zwanziger.

24. **CASTING VOTE**

If, at a meeting of the directors, the numbers of votes for and against a proposal are equal, the Chairman or other director appointed to chair the meeting pursuant to these Articles shall have a casting vote.

25. **CONFLICTS OF INTEREST**

25.1 Subject to the Act and the Designated Securities Exchange Rules, if a director has disclosed to the other directors the nature and extent of any direct or indirect interest which the director has in any transaction or arrangement with the Company, a director notwithstanding his office:

(a) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested;

(b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

(c) shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

25.2 For the purposes of Article 25.1 (*Conflicts of Interest*)

(a) a general notice given to the directors to the effect that: (1) a director is a member or officer of a specified company or firm and is to be regarded as having an interest in any transaction or arrangement which may after the date of the notice be made with that company or firm; or (2) a director is to be regarded as interested in any transaction or arrangement which may after the date of the notice be made with a specified person who is connected with him or her shall be deemed to be a sufficient disclosure that the director has an interest of the nature and extent so specified; and

(b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

25.3 A director must disclose any direct or indirect interest in any transaction or arrangement with the Company, and following a declaration being made pursuant to the Articles, subject to any separate requirement for Audit Committee approval under applicable law or the Designated Securities Exchange Rules, and unless disqualified by the chairman of the relevant meeting, a director may vote in respect of any such transaction or arrangement in which such director is interested and may be counted in the quorum at such meeting.

25.4 Notwithstanding the foregoing, no Independent Director shall without the consent of the Audit Committee take any of the foregoing actions or any other action that would reasonably be likely to affect such director's status as an "Independent Director" of the Company.

26. **MINUTES**

26.1 The directors shall cause minutes to be made in books kept for the purposes of recording

(a) all appointments of officers made by the directors; and

(b) all resolutions and proceedings of meetings of the Company, of the holders of any class of shares in the Company and of the directors and of committees of directors, including the names of the directors present at each such meeting.

27. **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to these Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

PART F
REMUNERATION OF DIRECTORS

28. **DIRECTORS' REMUNERATION**

28.1 The directors are entitled to such remuneration as the Board shall determine:

(a) for their services to the Company as directors; and

(b) for any other service which they undertake for the Company,

provided that the agreement or payment of any such remuneration would not result in non-compliance with any Designated Securities Exchange Rule.

28.2 Subject to these Articles, a director's remuneration may:

(a) take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director,

provided that the agreement or payment of any such remuneration would not result in non-compliance with any Designated Securities Exchange Rule.

28.3 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

28.4 Without prejudice to the generality of this Article 28, members of the Audit Committee may be paid annual compensation in the form of a fixed salary in such amount as the Board may determine.

28.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Subsidiaries or of any other body corporate in which the Company is interested.

29. **DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the directors and the Secretary (if any) properly incur in connection with their attendance at (or returning from):

(a) meetings of directors or committees of directors;

(b) general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the business of the Company, the exercise of their powers and the discharge of their duties and responsibilities in relation to the Company.

PART G
ALTERNATE DIRECTORS AND SECRETARY

30. **APPOINTMENT AND REMOVAL OF ALTERNATES**

30.1 Any director (other than an alternate director) (the "**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, who is willing to act to:

(a) exercise that director's powers; and

(b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor. A person (whether or not otherwise a director) may be appointed as an alternate by more than one appointor.

30.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

30.3 The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

30.4 The appointment of an alternate director who is not otherwise a director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as alternate director. Where an alternate director who is not otherwise a director attends a meeting of the directors and no objection is raised at the meeting to his presence then he shall be deemed to have been approved by a resolution of the directors.

31. **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

31.1 Except as otherwise specified in these Articles, an alternate director has the same rights in relation to any directors' meeting, directors' written resolution or any other directors' decision-making as the alternate's appointor, including, but not limited to, the right to receive notice of all meetings of directors and all meetings of committees of directors of which his appointor is a member.

31.2 Except as these Articles specify otherwise, alternate directors:

(a) are deemed for all purposes to be directors;

(b) are liable for their own acts and omissions;

(c) are subject to the same restrictions as their appointors; and

(d) are not deemed to be agents of or for their appointors.

31.3 A person who is an alternate director but not otherwise a director:

(a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and

(b) may participate in a unanimous decision of the directors (but only if that person's appointor is an eligible director in respect of such decisions and only if that person's appointor does not participate),

provided that (notwithstanding any other provision of these Articles) such person shall not be counted as more than one director for the purposes of paragraphs (a) and (b) above.

31.4 A director who is also an alternate for one or more directors is entitled, in the absence of the relevant appointor, to a separate vote on behalf of each appointor in addition to his own vote on any decision of the directors (provided the relevant appointor is an eligible director in relation to that decision) but shall not count as more than one director for the purposes of determining whether a quorum is present.

31.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

32. **TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate terminates:

(a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

(b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

(c) on the death of the alternate's appointor; or

(d) when the alternate's appointor ceases to be a director for any reason.

33. **SECRETARY**

The directors may appoint any person who is willing to act as the Secretary on such terms (including but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the directors determine, appoint a replacement secretary of the Company, in each case by a decision of the directors.

PART H
LIENS, SHARE CERTIFICATES AND DISTRIBUTIONS LIENS, CALLS AND FORFEITURE

34. **COMPANY'S LIEN**

34.1 The Company has a lien (the "**Company's lien**") over every share (whether fully paid or not) registered in the name of any person (whether he is the sole registered holder or one of two or more joint holders) for all moneys payable by him or his estate (and whether payable by him alone or jointly with any other person) to the Company (whether presently payable or not).

34.2 The Company's lien over a share:

(a) takes priority over any third party's interest in that share; and

(b) extends to any dividend (or other assets attributable to it) or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

34.3 The directors may, at any time, decide that a share which is or would otherwise be subject to a lien pursuant to these Articles shall not be subject to it, either wholly or in part.

35. **ENFORCEMENT OF THE COMPANY'S LIEN**

35.1 Subject to the provisions of this Article 35 (*Enforcement of the Company's lien*), if a lien enforcement notice has been given in respect of a share and the person to whom the notice was given has failed to comply with it, the Company may sell that share in such manner as the directors decide.

35.2 A lien enforcement notice:

(a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

(b) must specify the share concerned;

(c) must require payment of the sum payable within fourteen (14) clear days of the notice (that is, excluding the date on which the notice is given and the date on which that fourteen (14) day period expires);

(d) must be addressed either to the holder of the share or to any transmittee of that holder or any other person otherwise entitled to the share; and

(e) must state the Company's intention to sell the share if the notice is not complied with.

35.3 Where any share is sold pursuant to this Article 35 *(Enforcement of the Company's Lien)*:

(a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

(b) the transferee of the share(s) shall be registered as the holder of the share(s) to which the Transfer relates notwithstanding that he may not be able to produce the share certificate(s) and such transferee is not bound to see to the application of the consideration and the transferee's title to the share is not affected by any irregularity in or invalidity of the process leading or relating to the sale.

35.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

(a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;

(b) second, to the person entitled to the share(s) immediately before the sale took place, but only after the certificate for the share(s) sold has been surrendered to the Company for cancellation or an indemnity in a form acceptable to the directors has been given to the Company for any lost certificate(s) and subject to a lien (equivalent to the Company's lien over the share(s) immediately before the sale took place) for all moneys payable by such person or his estate (whether immediately payable or not) in respect of all share(s) registered in the name of such person (whether he is the sole registered holder or one of two or more joint holders) and in respect of any other moneys payable (whether immediately payable or not) by him or his estate to the Company, after the date of the lien enforcement notice.

35.5 A statutory declaration by a director or the Secretary (if any) that the declarant is a director or the Secretary and that a share has been sold to satisfy the Company's lien on a specified date:

(a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share(s); and

(b) subject to compliance with any other formalities of Transfer required by these Articles or by law, constitutes a good title to the share(s).

36. CALL NOTICES

36.1 Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "**call notice**") to a shareholder (or his estate) requiring such shareholder (or his estate) to pay the Company a specified sum of money (a "**call**") which is payable to the Company in respect of shares which that shareholder (or his estate) holds at the date when the directors decide to send the call notice.

36.2 A call notice:

(a) may not require a shareholder (or his estate) to pay a call which exceeds the total sum unpaid on the shares in question (whether as to par value or any amount payable to the Company by way of premium);

(b) must state when and how any call to which it relates is to be paid; and

(c) may permit or require the call to be paid by instalments.

36.3 A shareholder (or his estate) must comply with the requirements of a call notice but shall not be obliged to pay any call before fourteen (14) clear days (that is, excluding the date on which the notice is given and the date on which that fourteen (14) day period expires) have passed since the notice was sent.

36.4 Before the Company has received any call due under a call notice, the directors may revoke it wholly or in part or specify a later date and/or time for payment than is specified in the notice, by a further notice in writing to the shareholder (or his estate) in respect of whose shares the call is made.

37. LIABILITY TO PAY CALLS

37.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid. Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

37.2 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them to pay calls which are not the same or to pay calls at different times.

38. PAYMENT IN ADVANCE OF CALLS

38.1 The directors may, if they think fit, receive from any shareholder willing to advance it all or any part of the moneys uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish only to that extent the liability on the shares on which it is made.

38.2 The Company may pay interest on the money paid in advance or so much of it as exceeds the amount for the time being called up on the shares in respect of which such advance has been made at such rate not exceeding fifteen per cent (15%) per annum as the directors may decide until and to the extent that it would, but for the advance, become payable.

38.3 The directors may at any time repay the amount so advanced on giving to such shareholder not less than fourteen (14) days' notice (that is, excluding the date on which the notice is given and the date on which that fourteen (14) day period expires) of its intention in that regard, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.

38.4 No sum paid in advance of calls shall entitle the holder of a share in respect of them to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become payable.

39. **WHEN CALL NOTICE NEED NOT BE ISSUED**

39.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of par value or premium):

(a) on allotment;

(b) on the occurrence of a particular event; or

(c) on a date fixed by or in accordance with the terms of issue.

39.2 If, however, the due date for payment of such a sum has passed and it has not been paid, the holder of the share(s) concerned (or his estate) is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

40. **FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES**

40.1 (a)If a person is liable to pay a call and fails to do so by the call payment date (as such is defined below) the directors may issue a notice of intended forfeiture to that person and unless and until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate (as such is defined below).

(b) Subject to Article 40.2 (*Failure to comply with call notice: automatic consequences*), for the purposes of this Article (*Failure to comply with call notice: automatic consequences*):

(c) the "**call payment date**" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "**call payment date**" is that later date;

(d) the "**relevant rate**" is:

(i) the rate fixed by the terms on which the share in respect of which the call is due was allotted; or, if none,

(ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, provided that if no rate is fixed in either of the manners specified in paragraph (d)(i) or (d)(ii) it shall be, five per cent (5%) per annum.

40.2 The directors may waive any obligation to pay interest on a call wholly or in part.

41. **NOTICE OF INTENDED FORFEITURE**

41.1 A notice of intended forfeiture:

(a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

(b) must be sent to the holder of that share (or to all the joint holders of that share) or to a transmittee of that holder;

(c) must require payment of the call and any accrued interest together with all costs and expenses that may have been incurred by the Company by reason of such non- payment by a date which is not less than fourteen (14) clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that fourteen (14) day period expires);

(d) must state how the payment is to be made; and

(e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

42. **DIRECTORS' POWER TO FORFEIT SHARES**

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

43. **EFFECT OF FORFEITURE**

43.1 Subject to these Articles, the forfeiture of a share extinguishes all interests in that share, and all claims and demands against the Company in respect of it and all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

43.2 Any share which is forfeited in accordance with these Articles:

(a) is deemed to have been forfeited when the directors decide that it is forfeited;

(b) is deemed to be the property of the Company; and

(c) may be sold, re-allotted or otherwise disposed of as the directors think fit.

43.3 If a person's shares have been forfeited:

(a) the Company must send that person notice that forfeiture has occurred and record it in the Register;

(b) that person ceases to be a shareholder in respect of those shares;

(c) that person must surrender the certificate (if any) for the shares forfeited to the Company for cancellation;

(d) that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those shares, including any interest, costs and expenses (whether accrued before or after the date of forfeiture); and

(e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

43.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest, costs and expenses due in respect of it and on such other terms as they think fit.

44. **PROCEDURE FOLLOWING FORFEITURE**

44.1 If a forfeited share is to be disposed of by being Transferred, the Company may receive the consideration for the Transfer and the directors may authorise any person to execute the instrument of transfer (or procure the completion of the Transfer through the Relevant System).

44.2 A statutory declaration by a director or the Secretary that the declarant is a director or the Secretary and that a share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and subject to compliance with any other formalities of Transfer required by these Articles, the Relevant System, or by law or the Designated Securities Exchange Rules, constitutes a good title to the share.

44.3 A person to whom a forfeited share is Transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or Transfer of the share.

44.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:

(a) was, or would have become, payable; and

(b) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

45. **SURRENDER OF SHARES**

45.1 A shareholder may surrender any share:

(a) in respect of which the directors may issue a notice of intended forfeiture;

(b) which the directors may forfeit; or

(c) which has been forfeited.

45.2 The directors may accept the surrender of any such share. The effect of surrender on a share is the same as the effect of forfeiture on that share. A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

46. **COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by applicable law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by applicable law or these Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

47. **SHARE CERTIFICATES**

47.1 A shareholder shall only be entitled to a share certificate if the directors resolve that a share certificate shall be issued to such shareholder. Share certificates representing shares, if any, shall be in such form as the directors may determine. Share certificates shall be signed by one or more directors or other person authorised by the directors. The directors may authorise certificates to be issued with the authorised signature(s) affixed by mechanical process. All certificates for shares (if any) shall be consecutively numbered or otherwise identified and shall specify the shares to which they relate. All certificates surrendered to the Company for Transfer shall be cancelled and, subject to these Articles, no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

47.2 Any certificate that is issued by the Board must specify:

(a) in respect of how many shares, of what class, it is issued;

(b) the par value of those shares;

(c) the amount paid up on the shares; and

(d) any distinguishing numbers assigned to them.

47.3 No certificate may be issued in respect of shares of more than one class.

47.4 If more than one person holds a share, only one certificate may be issued in respect of it.

48. **REPLACEMENT SHARE CERTIFICATES**

48.1 If a certificate issued in respect of a shareholder's share is:

(a) damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same amount of shares.

48.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

49. **INSTRUMENTS OF TRANSFER**

49.1 Subject to these Articles and without prejudice to Article 6.11 (*Transfer of Common Shares*) any shareholder may Transfer all or any of his shares by an instrument of transfer in the usual or common form or in a form prescribed by any Designated Securities Exchange Rule or in any other form approved by the Board (including by means of the Relevant System) and may be under hand or by electronic signature or by such other manner of execution as the Board may approve from time to time. Without prejudice to the generality of the foregoing, title to listed shares of the Company may be evidenced and Transferred in accordance with the laws applicable to and the rules and regulations of the Designated Securities Exchange on which such shares are listed.

49.2 The instrument of transfer shall be executed by or on behalf of the transferor and the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. Without prejudice to Article 9.1, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers including, where applicable, in accordance with the Relevant System or in any other form prescribed by the Designated Securities Exchange. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Nothing in these Articles shall preclude the Board from recognizing a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.

49.3 The Company may retain any instrument of transfer which is registered.

49.4 Any instrument of transfer which the directors refuse to register must (unless they suspect that the proposed Transfer may be fraudulent) be returned to the transferee.

49.5 For the avoidance of doubt, nothing in these Articles shall require shares to be Transferred by a written instrument if the Act and/or the Designated Securities Exchange Rules provide otherwise and the directors shall be empowered to implement such arrangements as they consider fit in accordance with and subject to the Act and the Designated Securities Exchange Rules to regulate the Transfer of title to shares in the Company and for the approval or disapproval, as the case may be, by the Board of the registration of those Transfers.

50. **REGISTER**

50.1 The Company shall maintain or cause to be maintained an overseas or local Register in accordance with the Act and as, applicable, the Designated Securities Exchange Rules.

50.2 The directors may determine that the Company shall maintain one or more branch Registers in accordance with the Act. The Directors may also determine which Register shall constitute the principal register and which shall constitute the branch register or registers, and to vary such determination from time to time.

51. **CLOSING REGISTER OF SHAREHOLDERS OR FIXING RECORD DATE**

51.1 For the purpose of determining the shareholders entitled to notice of, or to vote at any general meeting or any adjournment thereof, or the shareholders entitled to receive payment of any dividend or other distribution, or in order to make a determination of shareholders for any other purpose, the directors may provide that the Register shall be closed for Transfers for a stated period which shall not in any case exceed thirty (30) days.

51.2 In lieu of, or apart from, closing the Register, the directors may fix, in advance or in arrears, a date as the record date for any such determination of shareholders entitled to notice of, or to vote at any general meeting or any adjournment thereof, or for the purpose of determining the shareholders entitled to receive payment of any dividend or other distribution, or in order to make a determination of shareholders for any other purpose, provided that such a record date shall not exceed forty (40) clear days prior to the date where the determination will be made.

51.3 If the Register is not so closed and no record date is fixed for the determination of shareholders entitled to notice of, or to vote at, a meeting of shareholders or shareholders entitled to receive payment of a dividend or other distribution, the date on which notice of the meeting is sent or posted or the date on which the resolution of the directors resolving to pay such dividend or other distribution is passed, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any general meeting has been made as provided in this Article, such determination shall apply to any adjournment thereof.

52. **FRACTIONAL ENTITLEMENTS**

52.1 Whenever, as a result of a consolidation or subdivision or conversion of shares, any shareholders are entitled to fractions of shares, the directors may:

(a) sell the shares representing the fractions to any person (including (provided permitted by law) the Company) for the best price reasonably obtainable;

(b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

(c) distribute the net proceeds of sale in due proportion among those shareholders.

52.2 Whenever any shareholder's entitlement to a portion of sale amounts to less than a minimum figure determined by the directors, that shareholder's portion may be distributed to an organisation which is a charity for the purposes of the Act or retained by the Company for the benefit of the Company.

52.3 The person to whom the shares are Transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions and nor shall such transferee's title to the shares be affected by any irregularity in or invalidity of the process leading to their sale.

PART I
DIVIDENDS AND OTHER DISTRIBUTIONS

53. **PROCEDURE FOR DECLARING DIVIDENDS**

53.1 Subject to any rights and rights and restrictions for the time being attached to any of the shares, the Board may from time to time declare dividends (including interim dividends) and other distributions on shares in issue and authorise payment of the same out of the funds of the Company lawfully available therefor.

53.2 Subject to any rights and rights and restrictions for the time being attached to any of the shares, the Company by ordinary resolution may declare dividends, but no dividend shall exceed the amount recommended by the directors.

53.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

53.4 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.

53.5 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

53.6 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

53.7 The directors may, before recommending or declaring any dividend, set aside out of the funds legally available for distribution such sums as they think proper as a reserve or reserves which shall, in the absolute discretion of the directors be applicable for meeting contingencies, or for equalising dividends or for any other purpose to which those funds may be properly applied and pending such application may in the absolute discretion of the directors, either be employed in the business of the Company or be invested in such investments (other than securities of the Company) as the directors may from time to time think fit.

54. **CALCULATION OF DIVIDENDS**

54.1 Except as otherwise provided by these Articles and by the rights attached to shares, all dividends must be:

(a) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and

(b) apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

54.2 If any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date it shall rank for or be entitled to dividends accordingly.

54.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of a call or otherwise paid up in advance of its due payment date.

55. **PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

55.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

(b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

(d) by any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

55.2 If:

(a) a share is subject to the Company's lien; and

(b) the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice. Money so deducted must be used to pay any of the sums payable in respect of that share.

55.3 The Company must notify the distribution recipient in writing of:

(a) the fact and amount of any such deduction;

(b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and

(c) how the money deducted has been applied.

55.4 In these Articles, the "**distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share; or

(b) if the share has two or more joint holders, whichever of them is named first in the Register; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

56. **NO INTEREST ON DISTRIBUTIONS**

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of that share and the Company.

57. **UNCLAIMED DISTRIBUTIONS**

57.1 All dividends or other sums which are:

(a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

57.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

57.3 If:

(a) six years have passed from the date on which a dividend or other sum became due for payment; and

(b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

58. **NON-CASH DISTRIBUTIONS**

58.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in the Company).

58.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

59. **WAIVER OF DISTRIBUTIONS**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

PART J
CAPITALISATION OF PROFITS

60. **AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

60.1 Subject to these Articles, the directors may, if they are so authorised by an ordinary resolution:

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.

60.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

60.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct. A capitalised sum which was appropriated from profits available for distribution may be applied:

(a) in or towards paying up any amounts unpaid on existing shares held by the person(s) entitled; or

(b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

60.4 Subject to these Articles, the directors may:

(a) apply capitalised sums in accordance with Article 60.3(a) (*Authority to capitalise and appropriation of capitalised sums*) and Article 60.3(b) (*Authority to capitalise and appropriation of capitalised sums*) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article 60 (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article 60.

PART K
DECISION-MAKING BY SHAREHOLDERS

61. POWER TO CALL GENERAL MEETINGS

61.1 The Company may in each year hold a general meeting as its annual general meeting ("**AGM**") and shall specify the meeting as such in the notices calling it. The AGM shall be held at such time and place as may be determined by the Board.

61.2 The agenda of the AGM shall be set by the Board and shall include the presentation of the Company's annual accounts and the report of the directors (if any).

61.3 All general meetings other than the AGM shall be called extraordinary general meetings and the Company shall specify the meeting as such in the notices calling it. All provisions relating to general meetings in these articles shall apply to both AGM's as well as extraordinary general meetings unless specifically stated otherwise or the context requires otherwise.

61.4 The directors may, whenever they think fit, convene an extraordinary general meeting of the Company. The directors shall also be required to convene an extraordinary general meeting of the Company if the Company receive requests to do so from shareholders representing at least one third (1/3) of the paid-up share capital of the Company as carries the right to vote at general meetings of the Company ("**Shareholder Requisition Meeting**"), save that shareholders shall only be able to propose types of business to be dealt with at the Shareholder Requisition Meeting that requires the passing of an ordinary resolution (and not a special resolution) and shall not be able to propose any resolutions relating to the appointment or removal of any person as a director.

61.5 A request by shareholders to call a general meeting pursuant to Article 61.4 *(Power to call general meetings)* shall:

(a) state the general nature of the business to be dealt with at the Shareholder Requisition Meeting which must be a form of business capable of being voted upon at such Shareholder Requisition Meeting in accordance with Article 61.4 *(Power to call general meetings)* above;

(b) include the text of any ordinary resolution that may properly be moved and is intended to be moved at the Shareholder Requisition Meeting;

(c) be in hard copy form or in electronic form; and

(d) be authenticated by the person or persons making it.

61.6 Directors required under Article 61.4 *(Power to call general meetings)* to call a Shareholder Requisition Meeting must call such Shareholder Requisition Meeting:

(a) within twenty one (21) days from the date on which they become subject to the requirement, and

(b) to be held on a date not more than twenty eight (28) days after the date of the notice convening the meeting.

61.7 Any resolution proposed by shareholders to be moved at the Shareholder Requisition Meeting shall be moved at the general meeting unless:

(a) it would, if passed, be ineffective (whether by reason of inconsistency with any enactment or the Articles or otherwise),

(b) it is a form of business that is not capable of being voted upon at such Shareholder Requisition Meeting in accordance with the provisions of these Articles;

(c) it is defamatory of any person; or

(d) it is frivolous or vexatious.

61.8 Save as set out in this Article 61 (*Power to call general meetings*), shareholders shall have no right to propose resolutions to be considered or voted upon at an AGM or an extraordinary general meeting of the Company.

62. **NOTICE OF GENERAL MEETINGS**

62.1 An AGM of the Company shall be called by not less than twenty-one (21) clear days' notice in writing. All other general meetings of the Company (other than an adjourned meeting) shall be called by not less than fourteen (14) clear days' notice in writing.

62.2 Every notice convening a general meeting shall specify:

(a) the place, the date and the time of the meeting;

(b) the general nature of the business to be dealt with at the meeting;

(c) if the meeting is convened to consider an ordinary resolution or a special resolution, the text of the resolution and intention to propose the resolution as an ordinary resolution or a special resolution (as appropriate); and

(d) with reasonable prominence, that a shareholder is entitled to appoint another person (who does not have to be a shareholder) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting and that a shareholder may appoint more than one proxy in relation to the meeting (provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him) and shall also specify any more extensive rights (if any) conferred by these Articles to appoint more than one proxy.

62.3 The notice shall be given to every shareholder as of the record date (other than any who under the provisions of these Articles or of any restrictions imposed on any shares are not entitled to receive notice from the Company), to the directors and to the auditors and if more than one for the time being, to each of them.

62.4 Subject to the provisions of these Articles, notice of a general meeting of the Company:

(a) may be given:

(i) in hard copy form;

(ii) in electronic form; or

(iii) by means of a website,

or partly by one such means and partly by another and the provisions of Article 79 (*Company Communications*) shall apply accordingly; and

(b) shall specify:

(i) whether the meeting shall be a physical and/or electronic general meeting;

(ii) for physical meetings, the time, date and place of the meeting (including without limitation any satellite meeting place arranged for the purposes of Article 63 (*General Meetings at more than one place*), which shall be identified as such in the notice);

(iii) for electronic general meetings, the time, date and electronic platform for the meeting, which electronic platform may vary from time to time and from meeting to meeting as the Board, in its sole discretion, sees fit; and

(iv) the general nature of the business to be dealt with and shall state, with reasonable prominence, that a shareholder entitled to attend and vote is entitled to appoint one or more proxies to attend, to speak and to vote instead of him and that a proxy need not be a shareholder.

62.5 The accidental failure to give notice of general meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given.

62.6 The Board shall determine whether a general meeting is to be held as a physical general meeting or an electronic general meeting.

63. **GENERAL MEETINGS AT MORE THAN ONE PLACE**

63.1 Without prejudice to Article 62 (*Notice of General Meetings*), the Board may resolve to enable persons entitled to attend a general meeting or an adjourned general meeting to do so by simultaneous attendance and participation at a satellite meeting place anywhere in the world. The shareholders present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman of the general meeting is satisfied that adequate facilities are available throughout the general meeting to ensure that shareholders attending at all the meeting places are able to:

(a) participate in the business for which the meeting has been convened;

(b) hear and see all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place; and

(c) be heard and seen by all other persons so present in the same way.

The chairman of the general meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place.

64. **ELECTRONIC GENERAL MEETINGS**

64.1 Without prejudice to Article 61 (*Notice of General Meetings*), the Board may resolve to enable persons entitled to attend a general meeting or an adjourned general meeting hosted on an electronic platform (such meeting being an "**electronic general meeting**") to do so by simultaneous attendance by electronic means with no shareholder necessarily in physical attendance at the electronic general meeting. The shareholders or their proxies present shall be counted in the quorum for, and entitled to vote at, the electronic general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman of the electronic general meeting is satisfied that adequate facilities are available throughout the electronic general meeting to ensure that shareholders attending the electronic general meeting who are not present together at the same place may, by electronic means, attend and speak and vote at it.

64.2 Nothing in these Articles prevents a general meeting being held both physically and electronically.

65. **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

65.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

65.2 A person is able to exercise the right to vote at a general meeting when:

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

65.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

65.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.

66. **QUORUM FOR GENERAL MEETINGS**

66.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless the persons attending it constitute a quorum when the meeting proceeds to business.

66.2 Two persons entitled to vote upon the business to be transacted each being a shareholder (being an individual) present in person or by proxy, or (being a corporation) present by a duly authorised representative or by proxy, shall be a quorum.

67. **CHAIRING GENERAL MEETINGS**

67.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

67.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) (if no directors are present), the meeting,

must appoint a director or shareholder (which may include any proxy appointed by a shareholder) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

67.3 The person chairing a meeting in accordance with this Article 67 *(Chairing general meetings)* is referred to as the "**chairman of the meeting**".

68. **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

68.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

68.2 The chairman of the meeting may permit other persons who are not shareholders or are otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

69. **SECURITY**

69.1 The Board or the chairman of the meeting may make any arrangement and impose any requirement or restriction it or he or she considers appropriate to ensure the security of a general meeting including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place. The Board or the chairman of the meeting are entitled in its or his or her absolute discretion to refuse entry to, or eject from any general meeting, a person who refuses to comply with these arrangements, requirements or restrictions.

69.2 The Board or the chairman of the meeting at any electronic general meeting may make any arrangement and impose any requirement or restriction as is:

(a) necessary to ensure the identification of those taking part and the security of the electronic communication; and

(b) proportionate to those objectives.

69.3 The Board or the chairman of the meeting may take such action, give such direction or put in place such arrangements as they or he or she consider appropriate to secure the safety of the people attending the meeting and to promote the orderly conduct of the business of the meeting as set out in the notice of the meeting. The chairman's discretion on matters of procedure or arising incidentally from the business of the meeting shall be final, as shall be his determination as to whether any matter is of such a nature.

70. **ADJOURNMENT**

70.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, the chairman of the meeting must adjourn it.

70.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary or appropriate to: (i) protect the safety of any person attending the meeting; (ii) ensure that the business of the meeting is conducted in an orderly manner; (iii) to enable the shareholders to consider fully information which the Board determines has not been made sufficiently or timely available to all shareholders; or (iv) is otherwise in the best interests of the Company.

70.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

70.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

70.5 If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

70.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved.

71. **VOTING: GENERAL**

71.1 All shareholder resolutions of the Company at any general meeting shall be conducted by way of a poll. The poll shall be conducted in such manner as the chairman of the general meeting directs.

71.2 No shareholder shall, unless the directors otherwise decide, be entitled to vote (either in person or by proxy) at a general meeting or at any adjournment of it unless all calls or other sums presently payable by him in respect of that share in the Company have been paid to the Company.

71.3 Otherwise than as set out in these Articles, no action shall be taken by the shareholders of the Company except at an AGM or an extraordinary general meeting of the shareholders called in accordance with these Articles, and no action shall be taken by the shareholders by written consent.

72. **ERRORS AND DISPUTES**

72.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

72.2 Any such objection must be referred to the chairman of the meeting, whose decision is final and conclusive.

73. **CONTENT OF PROXY NOTICES**

73.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:

(a) states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

73.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

73.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

73.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

74. **DELIVERY OF PROXY NOTICES**

74.1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the directors) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the directors may specify) in electronic form:

(a) to the registered office of the Company; or

(b) to such other address (including electronic address) as is specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting; or

(c) as the directors shall otherwise direct,

to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

74.2 Any instrument of proxy not so sent or supplied or received shall be invalid unless the directors at any time prior to the meeting or the chairman of the meeting at the meeting, in their or his absolute discretion, accept as valid an instrument of proxy where there has not been compliance with the provisions of this Article 74 *(Delivery of proxy notices)* and such proxy shall thereupon be valid notwithstanding such default.

74.3 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

74.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

74.5 The Company shall be entitled to treat as attributable to the shareholder to which it purports to relate an instrument appointing a proxy or corporate representative in electronic form if:

(a) the person sending the instrument in electronic form has provided or complied with any identification or confirmation requirements (including without limitation the adoption or creation of passwords or passcodes) described, set out, referred to in or accompanying the notice of meeting to which the instrument appointing a proxy or corporate representative relates;

(b) in relation to email if contained in an email purporting to come from an email address previously notified to the Company by such shareholder; or

(c) acknowledged by an electronic record transmitted by or on behalf of the Company to the shareholder to the address (including without limitation an electronic or email address) supplied by the shareholder for the giving of notices and such shareholder does not promptly (and in any case to be received by the Company before the commencement of the meeting or adjourned meeting to which the instrument relates or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, before the time appointed for the taking of the poll) take steps to notify the Company that the instrument should not be so treated .

75. **REVOCATION OF PROXY NOTICES**

75.1 The validity of:

(a) a vote given in accordance with the terms of an appointment of a proxy; or

(b) anything done by a proxy acting as duly appointed chairman of a meeting; or

(c) any decision determining whether a proxy counts in a quorum at a meeting,

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) or the Transfer of the share in respect of which the appointment of the proxy is given, unless notice in writing of such death, mental disorder, revocation or Transfer shall have been:

(i) sent or supplied to the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles; and

(ii) received at the registered office of the Company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

76. **VOTES OF PROXIES**

The Company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the shareholder by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the shareholder by whom such proxy is appointed, such vote shall not be deemed to be invalid.

77. **AMENDMENTS TO RESOLUTIONS**

77.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than forty eight (48) hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

77.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

77.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman of the meeting's error does not invalidate the vote on that resolution.

77.4 Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

78. **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

Any corporation which is a shareholder or a director may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any meeting of holders of a class of shares or of the directors or of a committee of directors, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual shareholder or director.

PART L
ADMINISTRATIVE ARRANGEMENTS

79. **COMPANY COMMUNICATIONS**

79.1 Subject to the provisions of the Act and the Designated Securities Exchange Rules (and save as otherwise provided in these Articles), any document or information required or authorised to be sent or supplied by the Company to any shareholder or any other person (including a director) pursuant to these Articles, the Act or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Act.

79.2 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked in writing to be sent or supplied with such notices or documents for the time being.

79.3 The Company may send or supply any document or information to a shareholder or any other person (including a director) pursuant to these Articles, the Act, the Designated Securities Exchange Rules or any other rules or regulations to which the Company may be subject, either personally, or by post in a prepaid envelope addressed to the shareholder (or such other person) at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the Company by the shareholder (or such other person) for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the Company by the shareholder (or such other person) for the purpose, or by any other means authorised in writing by the shareholder (or such other person) concerned.

79.4 A shareholder whose registered address is not within the Cayman Islands and who gives the Company an address within the Cayman Islands to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such shareholder shall be entitled to receive any document or information from the Company.

79.5 In the case of joint holders of a share, if the Company sends or supplies any document or information to one of the joint holders, it shall be deemed to have properly sent or supplied such document or information to all the joint holders.

79.6 If, on at least two (2) consecutive occasions, the Company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such shareholder at his registered address or address for service within the Cayman Islands (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 79.7 (*Company communications*) shall apply.

79.7 If on three (3) consecutive occasions documents or information have been sent or supplied to any shareholder at his registered address or address for the service of such documents or information in the Cayman Islands but have been returned undelivered, such shareholder shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the Cayman Islands for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.

79.8 Any shareholder present, in person or by proxy at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.

79.9 Save as provided otherwise in these Articles, any document or information, addressed to a shareholder (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Act or otherwise) at his registered address or address for service (in the case of a shareholder, in the Cayman Islands) or electronic address, as the case may be shall:

(a) if hand delivered or left at a registered address or other address for service (in the case of a shareholder in the Cayman Islands), be deemed to have been served or delivered on the day on which it was so delivered or left;

(b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of five (5) days after the envelope was posted;

(c) if served by a recognised courier service, be deemed to have been served 48 hours after the time when the letter containing the same is delivered to the courier service;

(d) if sent or supplied by electronic means (other than by means of website), be deemed to have been served immediately upon the time of the transmission by electronic mail and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient;

(e) if published as an electronic record on a website, be deemed to have been served immediately upon the notice, document or information being made available on the website.

79.10 In calculating a period of hours for the purpose of Article 79.9 (*Company communications*), no account shall be taken of any part of a day that is not a Business Day.

79.11 A director may agree with the Company that documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than those set out in Article 79.9 (*Company communications*).

79.12 Subject to Article 79.9 (*Company communications*), in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means on providing evidence of the transmission of such electronic mail. Each shareholder and each person becoming a shareholder subsequent to the adoption of this Article 79 (*Company communications*), by virtue of its holding or its acquisition and continued holding of a share, as applicable, shall be deemed to have acknowledged and agreed that any notice or other document (including a share certificate) may be provided by the Company by way of accessing them on a website instead of being provided by other means.

79.13 The Company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Article 79.7 (*Company communications*) to Article 79.12 (*Company communications*) (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "**out of office**" or other similar response and any such "**out of office**" or other similar response shall not be considered to be a delivery failure.

80. **COMPANY SEALS**

80.1 Any common seal may only be used by the authority of the directors or a committee of the directors.

80.2 The directors may decide by what means and in what form any common seal is to be used.

80.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

80.4 For the purposes of this Article 80 *(Company seals)*, an authorised person is:

(a) any director of the Company;

(b) the Secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

81. **ACCOUNTS, AUDIT AND ANNUAL RETURN AND DECLARATION**

81.1 The books of account relating to the Company's affairs shall be kept in such manner as may be determined from time to time by the directors.

81.2 The books of account shall be kept at the Company's registered office, or at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.

81.3 Subject to the Act and to the rules of any Designated Securities Exchange, the accounts relating to the Company's affairs shall be audited in such manner and with such financial year end as may be determined from time to time by the directors.

81.4 Subject to Articles 81.3 and 81.5 (*Accounts, Audit and Annual Return and Declaration*) a printed copy of the directors' report, if any, accompanied by the consolidated statements of financial position, profit or loss, comprehensive income (loss), cash flows and changes in shareholders' equity, including every document required by applicable law to be annexed thereto, made up to the end of the applicable financial year, shall be sent to shareholders at least ten (10) days before the date of the AGM and laid before the Company at the AGM held in accordance with Article 61.1 (*Power to call General Meetings*), provided that this Article 81.4 (*Accounts, Audit and Annual Return and Declaration)* shall not require a copy of those documents to be sent to any person whose address the Company is not aware of or to more than one of the joint holders of any shares.

81.5 The requirement to send to a person referred to in Article 81.4 (*Accounts, Audit and Annual Return and Declaration)* the documents referred to in that Article shall be deemed satisfied where, in accordance with all applicable laws, rules and regulations, including, without limitation, the Designated Securities Exchange Rules, the Company publishes copies of the documents referred to in Article 81.4 (*Accounts, Audit and Annual Return and Declaration)* on the Company's website, transmits it to the SEC's website or in any other permitted manner (including by sending any other form of electronic communication), and that person has agreed or is deemed by the Company to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents.

81.6 The directors, having considered the recommendations of the Audit Committee, shall appoint an auditor of the Company who, subject to the Act and the Designated Securities Exchange Rules, shall hold office until removed from office by a resolution of the Board, and shall fix his or their remuneration.

81.7 Every auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the auditors.

81.8 The auditors shall, if so required by the directors, make a report on the accounts of the Company during their tenure of office at the next AGM following their appointment, and at any time during their term of office, upon request of the directors or any general meeting of the shareholders.

81.9 The directors in each year shall prepare, or cause to be prepared, an annual return and declaration setting forth the particulars required by the Act and deliver a copy thereof to the Registrar of Companies in the Cayman Islands.

82. **RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Subject to the Act or the Designated Securities Exchange Rules, other than as specifically agreed by the Company no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

83. **INDEMNITY**

83.1 Every Indemnified Person for the time being and from time to time of the Company and the personal representatives of the same shall be indemnified and secured harmless out of the assets and funds of the Company against all actions, proceedings, costs, charges, expenses, losses, damages, liabilities, judgments, fines, settlements and other amounts (including reasonable attorneys' fees and expenses and amounts paid in settlement and costs of investigation (collectively "**Losses**") incurred or sustained by him (otherwise than by reason of his own dishonesty, willful default or fraud) in or about the conduct of the Company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any Losses incurred by him in defending or investigating (whether successfully or otherwise) any civil, criminal, investigative and administrative proceedings concerning or in any way related to the Company or its affairs in any court whether in the Cayman Islands or elsewhere. Such Losses incurred in defending or investigating any such proceeding shall be paid by the Company as they are incurred upon receipt, in each case, of an undertaking by or on behalf of the Indemnified Person to repay such amounts if it is ultimately determined by a non-appealable order of a court of competent jurisdiction that such Indemnified Person is not entitled to indemnification hereunder with respect thereto

83.2 No such Indemnified Person of the Company and the personal representatives of the same shall be liable: (i) for the acts, receipts, neglects, defaults or omissions of any other director or officer or agent of the Company; or (ii) by reason of his having joined in any receipt for money not received by him personally or in any other act to which he was not a direct party; or (iii) for any loss on account of defect of title to any property of the Company; or (iv) on account of the insufficiency of any security in or upon which any money of the Company shall be invested or; (v) for any loss incurred through any bank, broker or other agent or any other party with whom any of the Company's property may be deposited; or (vi) for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities or discretions of his office or in relation thereto; or (vii) for any loss occasioned by any negligence, default, breach of duty, breach of trust, error of judgement or oversight on such person's part, unless he has acted dishonestly, with willful default or through fraud.The Company hereby acknowledges that certain Indemnified Persons may have certain rights to indemnification, advancement of expenses and/or insurance from or against (other than directors' and officers' or similar insurance obtained or maintained by or on behalf of the Company or any Group Company, including any such insurance obtained or maintained pursuant to Article 83.4 (*Indemnity*) below) Other Indemnitors. The Company hereby agrees that: (i) it is the indemnitor of first resort (i.e., its obligations to an Indemnified Person are primary and any obligation of any Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Indemnified Person are secondary); (ii) it shall be required to advance the full amount of expenses incurred by an Indemnified Person and shall be liable for the full amount of all Losses to the extent legally permitted and as required by the terms of these Articles (or any other agreement between the Company and an Indemnified Person) without regard to any rights an Indemnified Person may have against any Other Indemnitors; and (iii) it irrevocably waives, relinquishes and releases any Other Indemnitors from any and all claims against the Other Indemnitors for contribution,

subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by any Other Indemnitors on behalf of an Indemnified Person with respect to any claim for which such Indemnified Person has sought indemnification from the Company shall affect the foregoing and Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Indemnified Person against the Company. For the avoidance of doubt, no person or entity providing directors' or officers' or similar insurance obtained or maintained by or on behalf of the Company or any of its subsidiaries, including any person providing such insurance obtained or maintained pursuant to Article 83.4 (*Indemnity*) below, shall be an Other Indemnitor.

83.3 The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was (whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Article 83 or under applicable law): (a) a director, alternate director, Secretary or auditor of the Company or of a Group Company; or (b) the trustee of a retirement benefits scheme or other trust in which a person referred to in Article 83.1 (*Indemnity*) is or has been interested, indemnifying him against any liability which may lawfully be insured against by the Company.

84. **AMENDMENT OF ARTICLES OF ASSOCIATION**

Subject to the Act and the Designated Securities Exchange Rules and as provided in these Articles, the Company may at any time and from time to time by special resolution amend these Articles in whole or in part.

Exhibit 2.3

AMENDED AND RESTATED WARRANT AGREEMENT

THIS AMENDED AND RESTATED WARRANT AGREEMENT (this "Agreement"), dated as of September 28, 2021, is entered into by and among (i) LumiraDx Limited, a Cayman Island exempted company limited by shares with company number 314391 (the "Company"); (ii) Continental Stock Transfer & Trust Company, a New York Limited Purpose Trust Company (the "Outgoing Warrant Agent"), (iii) Computershare Inc., a Delaware corporation ("Computershare"), and its wholly owned subsidiary, Computershare Trust Company, N.A., a federally chartered trust company (collectively, the "Successor Warrant Agent", also referred to herein as the "Transfer Agent"); and (iv) CA Healthcare Acquisition Corp. ("CAH"), a Delaware corporation.

WHEREAS, CAH and the Outgoing Warrant Agent are parties to that certain Warrant Agreement, dated as of January 26, 2021, and filed with the Securities and Exchange Commission (the "SEC") on February 1, 2021 (the "Prior Warrant Agreement"); and

WHEREAS, on January 29, 2021, CAH consummated its initial public offering ("Offering") of 11,500,000 units (the "Units"), with each Unit consisting of one share of Class A common stock of CAH, par value $0.0001 per share ("CAH Common Stock"), and one-half of one warrant, where each warrant entitles the holder to purchase one share of CAH Common Stock at a price of $11.50 per share (the "Warrants"); and

WHEREAS, CAH filed with the SEC a registration statement on Form S-1, File No. 333-251969 (the "Registration Statement") and prospectus (the "Prospectus") dated January 26, 2021, for the registration, under the Securities Act of 1933, as amended (the "Securities Act"), of the Units, the Warrants and the CAH Common Stock included in the Units; and

WHEREAS, CAH, the Company and LumiraDx Merger Sub, Inc., a Delaware corporation ("Merger Sub"), are parties to that certain Agreement and Plan of Merger, dated as of April 6, 2021, as amended on August 19, 2021 and August 27, 2021 (the "Merger Agreement"), which, among other things, provides for the merger of Merger Sub with and into CAH with CAH surviving such merger as a wholly-owned subsidiary of the Company (the "Merger"), and, as a result of the Merger, among other things, all shares of CAH Common Stock issued and outstanding immediately prior to the Effective Time (as such term is defined in the Merger Agreement), after giving effect to the transactions set out in the Merger Agreement, shall be automatically canceled and extinguished in accordance with the terms of the Merger Agreement, in consideration for the right to receive one common share of the Company with a par value of US$ 0.0000028 (the "Common Shares"); and

WHEREAS, the Company desires that the Outgoing Warrant Agent resign from acting, and the Successor Warrant Agent be appointed to act, on behalf of the Company, and the Outgoing Warrant Agent is willing to so resign and the Successor Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, redemption and exercise of the Warrants and accordingly the Successor Warrant Agent shall be vested with and shall assume all the authority, powers, rights, immunities, duties, and obligations of the Outgoing Warrant Agent with like effect as if it were originally named as the Warrant Agent hereunder.

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Successor Warrant Agent, and the holders of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement; and

WHEREAS, pursuant to Sections 7.4.1 and 9.8 of the Prior Warrant Agreement, the Prior Warrant Agreement may be amended by CAH and the Outgoing Warrant Agent without the consent of the Registered Holders in order to, among other things, (x) add or change any provisions with respect to matters or questions arising under the Prior Warrant Agreement as the parties thereto may deem necessary or desirable and that the parties deem shall not adversely affect the interest of the Registered Holders and (y) provide for the delivery of an Alternative Issuance (as defined below); and

WHEREAS, pursuant to the terms of the Merger Agreement, the Registered Holders shall be delivered an Alternative Issuance; and

WHEREAS, in connection with the Merger, the Company, CAH, the Outgoing Warrant Agent and the Successor Warrant Agent desire to amend and restate the Prior Warrant Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Appointment of Successor Warrant Agent; Assumption by the Company of CAH Warrants.

1.1 Appointment of Successor Warrant Agent; Resignation of Outgoing Warrant Agent.

(a) The Company hereby appoints the Successor Warrant Agent to act as agent for the Company for the Warrants, and the Successor Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement.

(b) The Outgoing Warrant Agent hereby resigns as agent for the Company for the Warrants and accordingly all of the Outgoing Warrant Agent's right, title and interest in and to the Prior Warrant Agreement (as amended hereby) shall be assigned to the Successor Warrant Agent as of the Effective Time (as defined in the Merger Agreement) and the Successor Warrant Agent hereby assumes, and agrees to perform, satisfy and discharge in full, as the same become due, all of the Outgoing Warrant Agent's liabilities and obligations under the Prior Warrant Agreement (as amended hereby).

(c) Unless otherwise explicitly referred to herein all references to the "Warrant Agent" in this Agreement shall be construed as a reference to the Successor Warrant Agent.

1.2 Assignment and Assumption; Consent.

1.2.1 Assignment and Assumption. CAH hereby assigns to the Company all of CAH's right, title and interest in and to the Prior Warrant Agreement (as amended hereby) as of the Effective Time (as defined in the Merger Agreement). The Company hereby assumes, and agrees to pay, perform, satisfy and discharge in full, as the same become due, all of CAH's liabilities and obligations under the Prior Warrant Agreement (as amended hereby).

1.2.2 Consent. The Outgoing Warrant Agent hereby consents to the assignment of the Prior Warrant Agreement by CAH to the Company pursuant to Section 1.2.1 hereof effective as of the Effective Time, and the assumption of the Prior Warrant Agreement (as amended hereby) by the Company from CAH pursuant to Section 1.2.1 hereof effective as of the Effective Time, and to the continuation of the Prior Warrant Agreement (as amended hereby) in full force and effect from and after the Effective Time.

1.3 Amendment and Restatement of Prior Warrant Agreement. CAH and the Outgoing Warrant Agent hereby amend and restate the Prior Warrant Agreement as provided in this Section 1.3, effective as of the Effective Time, such that the rights and obligations of the Warrants shall be governed by the terms of this Agreement, and acknowledge and agree that the amendments to the Prior Warrant Agreement as set forth in this Agreement are necessary or desirable and that such amendments do not adversely affect the interests of the Registered Holders.

2. Warrants.

2.1 Form of Warrant. Each Warrant shall be issued in registered form only, and, if a physical certificate is issued, shall be in substantially the form of Exhibit A hereto, the provisions of which are incorporated herein and shall be signed by, or bear the facsimile signature of any of the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, General Counsel or other principal officer of the Company. In the event the person whose facsimile signature has been placed upon any Warrant shall have ceased to serve in the capacity in which such person signed the Warrant before such Warrant is issued, it may be issued with the same effect as if he or she had not ceased to be such at the date of issuance.

2.2 Effect of Countersignature. If a physical certificate is issued, unless and until countersigned by the Successor Warrant Agent pursuant to this Agreement (or countersigned by the Outgoing Warrant Agent for the Warrants issued pursuant to the Prior Warrant Agreement), a Warrant certificate shall be invalid and of no effect and may not be exercised by the holder thereof.

2.3 Registration.

2.3.1 Warrant Register. The Warrant Agent shall maintain books (the "Warrant Register") for the registration of original issuance and the registration of transfer of the Warrants. Upon the initial issuance of the Warrants, the Warrant Agent shall issue and register the Warrants in the names of the respective holders thereof in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent by the Company. All of the Warrants shall initially be represented by one or more book-entry certificates (each, a "Book-Entry Warrant Certificate") deposited with The Depository Trust Company (the "Depositary") and registered in the name of Cede & Co., a nominee of the

Depositary. Ownership of beneficial interests in the Warrants shall be shown on, and the transfer of such ownership shall be effected through, records maintained by (i) the Depositary or its nominee for each Book-Entry Warrant Certificate, or (ii) institutions that have accounts with the Depositary (each such institution, with respect to a Warrant in its account, a "Participant").

If the Depositary subsequently ceases to make its book-entry settlement system available for the Warrants, the Company may instruct the Warrant Agent regarding making other arrangements for book-entry settlement. In the event that the Warrants are not eligible for, or it is no longer necessary to have the Warrants available in, book-entry form, the Warrant Agent shall provide written instructions to the Depositary to deliver to the Warrant Agent for cancellation each Book-Entry Warrant Certificate, and the Company shall instruct the Warrant Agent to deliver to the Depositary definitive certificates in physical form evidencing such Warrants ("Definitive Warrant Certificate"). Such Definitive Warrant Certificate shall be in the form annexed hereto as Exhibit A, with appropriate insertions, modifications and omissions, as provided above, save that each of the parties agree and acknowledge that any Warrants issued pursuant to the Prior Warrant Agreement which have been countersigned by the Outgoing Warrant Agent shall be recognized as valid by the Successor Warrant Agent for the purposes of this Agreement and all relevant provisions of this Agreement shall be construed accordingly.

2.3.2 Registered Holder. Prior to due presentment for registration of transfer of any Warrant, the Company and the Warrant Agent may deem and treat the person in whose name such Warrant is registered in the Warrant Register (individually, the "Registered Holder", and collectively, the "Registered Holders") as the absolute owner of such Warrant and of each Warrant represented thereby (notwithstanding any notation of ownership or other writing on a Definitive Warrant Certificate made by anyone other than the Company or the Warrant Agent), for the purpose of any exercise thereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

2.4 No Fractional Warrants. The Company shall not issue fractional Warrants. If a holder of Warrants would be entitled to receive a fractional Warrant, the Company shall round down to the nearest whole number the number of Warrants to be issued to such holder.

3. Terms and Exercise of Warrants.

3.1 Warrant Price. Each whole Warrant shall entitle the Registered Holder thereof, subject to the provisions of such Warrant and of this Agreement, to purchase from the Company the number of Common Shares stated therein, at the price of $11.50 per share, subject to the adjustments provided in Section 4 hereof and in the last sentence of this Section 3.1. The term "Warrant Price" as used in this Agreement shall mean the price per share at which Common Shares may be purchased at the time a Warrant is exercised. The Company in its sole discretion may lower the Warrant Price at any time prior to the Expiration Date (as defined below) for a period of not less than twenty (20) Business Days (as defined below), provided, that the Company shall provide at least twenty (20) days prior written notice of such reduction to Registered Holders of the Warrants and, provided further that any such reduction shall be identical among all of the Warrants. The term "Business Day" as used in this Agreement shall mean any day, other than a Saturday, Sunday or federal holiday, on which banks in New York City are generally open for normal business.

3.2 Duration of Warrants. A Warrant may be exercised only during the period (the "Exercise Period") commencing on the date that is thirty (30) days after the date hereof and terminating at 5:00 p.m., New York City time on the earlier to occur of: (x) the date that is five (5) years after the date hereof or (y) the Redemption Date (as defined below) as provided in Section 6.2 hereof (the "Expiration Date"); provided, however, that the exercise of any Warrant shall be subject to the satisfaction of any applicable conditions, as set forth in subsection 3.3.2 below with respect to an effective registration statement or a valid exemption therefrom being available. Except with respect to the right to receive the Redemption Price (as defined below) to the extent then held by the original purchasers thereof in the event of a redemption (as set forth in Section 6 hereof), each outstanding Warrant not exercised on or before the Expiration Date shall become void, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at 5:00 p.m. New York City time on the Expiration Date. The Company in its sole discretion may extend the duration of the Warrants by delaying the Expiration Date; provided, that the Company shall provide at least twenty (20) days prior written notice of any such extension to Registered Holders of the Warrants and, provided further that any such extension shall be identical in duration among all the Warrants.

3.3 Exercise of Warrants.

3.3.1 Payment. Subject to the provisions of the Warrant and this Agreement, a Warrant may be exercised by the Registered Holder thereof by delivering to the Warrant Agent at its corporate trust department (i) the Definitive Warrant Certificate evidencing the Warrants to be exercised, or, in the case of a Book-Entry Warrant Certificate, the Warrants to be exercised (the "Book-Entry Warrants") on the records of the Depositary to an account of the Warrant Agent at the Depositary designated for such purposes in writing by the Warrant Agent to the Depositary from time to time, (ii) an election to purchase ("Election to Purchase") Common Shares pursuant to the exercise of a Warrant, properly completed and duly executed by the Registered Holder on the reverse of the Definitive Warrant Certificate or, in the case of a Book-Entry Warrant Certificate, properly delivered by the Participant in accordance with the Depositary's procedures, and (iii) payment in full of the Warrant Price for each full Common Share as to which the Warrant is exercised and any and all applicable taxes due in connection with the exercise of the Warrant, the exchange of the Warrant for the Common Shares and the issuance of such Common Shares, as follows:

(a) by certified check payable to the order of the Warrant Agent or by wire transfer;

(b) in the event of a redemption pursuant to Section 6 hereof in which the Company's board of directors (the "Board") has elected to require all holders of the Warrants to exercise such Warrants on a "cashless basis," by surrendering the Warrants for that number of Common Shares equal to the quotient obtained by dividing (x) the product of the number of Common Shares underlying the Warrants, multiplied by the difference between the Warrant Price and the "Fair Market Value", as defined in this subsection 3.3.1(b) by (y) the Fair Market Value. The Company shall calculate and transmit to the Warrant Agent with written notice, the number of Common Shares issuable upon such exercise using the formula set forth in this subsection 3.3.1(b). The Warrant Agent shall have no duty or obligation to investigate or confirm whether the Company's determination of the number of shares of Common Shares to be issued on such exercise, pursuant to this subsection 3.3.1(b), is accurate or correct. Solely for purposes of this subsection 3.3.1(b) and Section 6.3, the "Fair Market Value" shall mean the average last sale price of the Common Shares for the ten (10) trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of the Warrants, pursuant to Section 6 hereof; or

(c) as provided in Section 7.4 hereof.

3.3.2 Issuance of Common Shares on Exercise. As soon as practicable after the exercise of any Warrant and the clearance of the funds in payment of the Warrant Price (if payment is pursuant to subsection 3.3.1(a)), the Company shall issue to the Registered Holder of such Warrant a book-entry position or certificate, as applicable, for the number of full Common Shares to which he, she or it is entitled, registered in such name or names as may be directed by him, her or it, and if such Warrant shall not have been exercised in full, a new book-entry position or countersigned Warrant, as applicable, for the number of Common Shares as to which such Warrant shall not have been exercised. If fewer than all the Warrants evidenced by a Book-Entry Warrant Certificate are exercised, a notation shall be made to the records maintained by the Depositary, its nominee for each Book-Entry Warrant Certificate, or a Participant, as appropriate, evidencing the balance of the Warrants remaining after such exercise. Notwithstanding the foregoing, the Company shall not be obligated to deliver any Common Shares pursuant to the exercise of a Warrant and shall have no obligation to settle such Warrant exercise unless a registration statement under the Securities Act with respect to the Common Shares underlying the Warrants is then effective and a prospectus relating thereto is current, subject to the Company's satisfying its obligations under Section 7.4. No Warrant shall be exercisable and the Company shall not be obligated to issue Common Shares upon exercise of a Warrant unless the Common Share issuable upon such Warrant exercise has been registered, qualified or deemed to be exempt from registration or qualification under the securities laws of the state of residence of the Registered Holder of the Warrants, except pursuant to Section 7.4. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a Warrant, the holder of such Warrant shall not be entitled to exercise such Warrant and such Warrant may have no value and expire worthless. In no event will the Company be required to net cash settle the Warrant exercise. The Company may require holders of Warrants to settle such Warrants on a "cashless basis" pursuant to subsection 3.3.1(b) and Section 7.4. If, by reason of any exercise of Warrants on a "cashless basis", the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a Common Share, the Company shall round down to the nearest whole number, the number of Common Shares to be issued to such holder.

3.3.3 Valid Issuance. All Common Shares issued upon the proper exercise of a Warrant in conformity with this Agreement shall be validly issued, fully paid and non-assessable. On the date of this Agreement, the Company shall provide an opinion of counsel which shall state that all Warrants or Common Shares exercisable under such Warrants, as applicable, are registered under the Securities Act, or are exempt from such registration, and all Warrants are validly issued and the Common Shares arising upon exercise of such Warrants shall be validly issued and, subject to payment of the subscription price paid for such Common Shares, fully paid and non-assessable.

3.3.4 Date of Issuance. Each person in whose name any book-entry position or certificate, as applicable, for Common Shares is issued shall for all purposes be deemed to have become the holder of record of such Common Shares on the date on which the Warrant, or book-entry position representing such Warrant, was surrendered and payment of the Warrant Price was made, irrespective of the date of delivery of such certificate in the case of a certificated Warrant, except that, if the date of such surrender and payment is a date when the share transfer books of the Company or book-entry system of the Warrant Agent are closed, such person shall be deemed to have become the holder of such Common Shares at the close of business on the next succeeding date on which the share transfer books or book-entry system are open.

3.3.5 Maximum Percentage. A holder of a Warrant may notify the Company in writing in the event it elects to be subject to the provisions contained in this subsection 3.3.5; however, no holder of a Warrant shall be subject to this subsection 3.3.5 unless he, she or it makes such election. If the election is made by a holder, the Warrant Agent shall not effect the exercise of the holder's Warrant, and such holder shall not have the right to exercise such Warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the Warrant Agent's actual knowledge, would beneficially own in excess of 4.9% or 9.8% (or such other amount as a holder may specify)(the "Maximum Percentage") of the Common Shares outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of Common Shares beneficially owned by such person and its affiliates shall include the number of Common Shares issuable upon exercise of the Warrant with respect to which the determination of such sentence is being made, but shall exclude Common Shares that would be issuable upon (x) exercise of the remaining, unexercised portion of the Warrant beneficially owned by such person and its affiliates and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such person and its affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). For purposes of the Warrant, in determining the number of outstanding Common Shares, the holder may rely on the number of outstanding Common Shares as reflected in (1) the Company's most recent annual report on Form 10-K or 20-F, quarterly report on Form 10-Q (if applicable), current report on Form 8-K or Form 6-K or other public filing with the SEC as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Transfer Agent setting forth the number of Common Shares outstanding. For any reason at any time, upon the written request of the holder of the Warrant, the Company shall, within two (2) Business Days, confirm orally and in writing to such holder the number of Common Shares then outstanding. In any case, the number of outstanding Common Shares shall be determined after giving effect to the conversion or exercise of equity securities of the Company by the holder and its affiliates since the date as of which such number of outstanding Common Shares was reported. By written notice to the Company, the holder of a Warrant may from time to time increase or decrease the Maximum Percentage applicable to such holder to any other percentage specified in such notice; provided, however, that any such increase shall not be effective until the sixty-first (61st) day after such notice is delivered to the Company.

4. Adjustments.

4.1 Stock Dividends.

4.1.1 Split-Ups. If after the date hereof, and subject to the provisions of Section 4.6 below, the number of outstanding Common Shares is increased by a stock dividend payable in Common Shares, or by a split-up or subdivision of Common Shares or other similar event, then, on the effective date of such stock dividend, split-up or subdivision

or similar event, the number of Common Shares issuable on exercise of each Warrant shall be increased in proportion to such increase in the outstanding Common Shares. A rights offering to holders of the Common Shares entitling holders to purchase Common Shares at a price less than the "Fair Market Value" (as defined below) shall be deemed a stock dividend of a number of Common Shares equal to the product of (i) the number of Common Shares actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for the Common Share) and (ii) one (1) minus the quotient of (x) the price per Common Share paid in such rights offering divided by (y) the Fair Market Value. For purposes of this subsection 4.1.1, (i) if the rights offering is for securities convertible into or exercisable for Common Share, in determining the price payable for Common Share, there shall be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) "Fair Market Value" means the volume weighted average price of the Common Shares as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the Common Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

4.1.2 Extraordinary Dividends. If the Company, at any time while the Warrants are outstanding and unexpired, shall pay a dividend or make a distribution in cash, securities or other assets to the holders of the Common Shares on account of such Common Shares (or other shares of the Company's capital stock into which the Warrants are convertible), other than (a) as described in subsection 4.1.1 above or (b) Ordinary Cash Dividends (as defined below), then the Warrant Price shall be decreased, effective immediately after the effective date of such Extraordinary Dividend, by the amount of cash and/or the fair market value (as determined by the Board, in good faith) of any securities or other assets paid on each Common Share in respect of such Extraordinary Dividend. For purposes of this subsection 4.1.2, "Ordinary Cash Dividends" means any cash dividend or cash distribution which, when combined on a per share basis, with the per share amounts of all other cash dividends and cash distributions paid on the Common Shares during the 365-day period ending on the date of declaration of such dividend or distribution (as adjusted to appropriately reflect any of the events referred to in other subsections of this Section 4 and excluding cash dividends or cash distributions that resulted in an adjustment to the Warrant Price or to the number of Common Shares issuable on exercise of each Warrant) does not exceed $0.50.

4.2 Aggregation of Shares. If after the date hereof, and subject to the provisions of Section 4.6 hereof, the number of outstanding Common Shares is decreased by a consolidation, combination, reverse stock split or reclassification of Common Shares or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of Common Shares issuable on exercise of each Warrant shall be decreased in proportion to such decrease in outstanding Common Shares.

4.3 Adjustments in Warrant Price. Whenever the number of Common Shares purchasable upon the exercise of the Warrants is adjusted, as provided in subsection 4.1.1 or Section 4.2 above, the Warrant Price shall be adjusted (to the nearest cent) by multiplying such Warrant Price immediately prior to such adjustment by a fraction (x) the numerator of which shall be the number of Common Shares purchasable upon the exercise of the Warrants immediately prior to such adjustment, and (y) the denominator of which shall be the number of Common Shares so purchasable immediately thereafter.

4.4 Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the outstanding Common Shares (other than a change under subsections 4.1.1 or 4.1.2 or Section 4.2 hereof or that solely affects the par value of such Common Shares), or in the case of any merger or consolidation of the Company with or into another entity or conversion of the Company as another entity (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Common Shares), or in the case of any sale or conveyance to another entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the Warrants shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the Common Shares of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Warrants would have received if such holder had exercised his, her or its Warrant(s) immediately prior to such event (the "Alternative Issuance"); provided, however, that in connection with the closing of any such consolidation, merger, sale or conveyance, the successor or purchasing entity shall execute an amendment hereto with the Warrant Agent providing for delivery of such Alternative Issuance; provided, further, that (i) if the holders of the Common Shares were entitled to exercise a right of election as to the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets constituting the Alternative Issuance for which each Warrant shall become exercisable shall be deemed to be the weighted average of the kind and amount received per share by the holders of the Common Shares in such consolidation or merger that affirmatively make such election, and (ii) if a tender, exchange or redemption offer shall have been made to and accepted by the holders of the Common Shares under circumstances in which, upon completion of such tender or exchange offer, the maker thereof, together with members of any group (within the meaning of Rule 13d-5(b)(1) under the Exchange Act (or any successor rule)) of which such maker is a part, and together with any affiliate or associate of such maker (within the meaning of Rule 12b-2 under the Exchange Act (or any successor rule)) and any members of any such group of which any such affiliate or associate is a part, own beneficially (within the meaning of Rule 13d-3 under the Exchange Act (or any successor rule)) more than 50% of the outstanding Common Shares (or other securities convertible into Common Shares), the holder of a Warrant shall be entitled to receive as the Alternative Issuance, the highest amount of cash, securities or other property to which such holder would actually have been entitled as a stockholder if such Warrant holder had exercised the Warrant prior to the expiration of such tender or exchange offer, accepted such offer and all of the Common Shares held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustments (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in this Section 4; provided, further, that if less than 70% of the consideration receivable by the holders of the Common Shares in the applicable event is payable in the form of common stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the Registered Holder properly exercises the Warrant within thirty (30) days following the public disclosure of the consummation of such applicable event by the Company pursuant to a current report on Form 8-K filed with the SEC, the Warrant Price shall be reduced by an amount (in dollars) (but in no event less than zero) equal to the difference of (i) the Warrant Price in effect prior

to such reduction minus (ii) (A) the Per Share Consideration (as defined below) minus (B) the Black-Scholes Warrant Value (as defined below). The "Black-Scholes Warrant Value" means the value of a Warrant immediately prior to the consummation of the applicable event based on the Black-Scholes Warrant Model for a Capped American Call on Bloomberg Financial Markets ("Bloomberg"). For purposes of calculating such amount, (1) Section 6 of this Agreement shall be taken into account, (2) the price of each Common Share shall be the volume weighted average price of the Common Shares as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event, (3) the assumed volatility shall be the 90 day volatility obtained from the HVT function on Bloomberg determined as of the trading day immediately prior to the day of the announcement of the applicable event, and (4) the assumed risk-free interest rate shall correspond to the U.S. Treasury rate for a period equal to the remaining term of the Warrant. "Per Share Consideration" means (i) if the consideration paid to holders of the Common Shares consists exclusively of cash, the amount of such cash per Common Share, and (ii) in all other cases, the amount of cash per Common Share, if any, plus the volume weighted average price of the Common Shares as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event. If any reclassification or reorganization also results in a change in Common Shares covered by subsection 4.1.1, then such adjustment shall be made pursuant to subsection 4.1.1 or Sections 4.2, 4.3 and this Section 4.4. The provisions of this Section 4.4 shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers. In no event will the Warrant Price be reduced to less than the par value per share issuable upon exercise of the Warrant.

4.5 Notices of Changes in Warrant. Upon every adjustment of the Warrant Price or the number of Common Shares issuable upon exercise of a Warrant, the Company shall give reasonably prompt written notice thereof to the Warrant Agent, which notice shall state any new or amended exercise terms including the Warrant Price resulting from such adjustment and the increase or decrease, if any, in the number of Common Shares purchasable at such price upon the exercise of a Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. The Warrant Agent shall have no obligation under any section of this Agreement to determine whether an event requiring such adjustment has occurred, nor to calculate any of the adjustments set forth herein or to investigate or confirm the Company's determination of the number of Common Shares to be issued on such exercise. Upon the occurrence of any event specified in Sections 4.1, 4.2, 4.3 or 4.4, the Company shall give written notice of the occurrence of such event to each holder of a Warrant, at the last address set forth for such holder in the Warrant Register, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event.

4.6 No Fractional Shares. Notwithstanding any provision contained in this Agreement to the contrary, the Company shall not issue fractional Common Shares upon the exercise of Warrants. If, by reason of any adjustment made pursuant to this Section 4, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a share, the Company shall, upon such exercise, round down to the nearest whole number the number of Common Shares to be issued to such holder.

4.7 Form of Warrant. The form of Warrant need not be changed because of any adjustment pursuant to this Section 4, and Warrants issued after such adjustment may state the same Warrant Price and the same number of Common Shares as is stated in the Warrants initially issued pursuant to this Agreement; provided, however, that the Company may at any time in its sole discretion make any change in the form of Warrant that the Company may deem appropriate and that does not affect the substance thereof, and any Warrant thereafter issued or countersigned, whether in exchange or substitution for an outstanding Warrant or otherwise, may be in the form as so changed.

4.8 Other Events. In case any event shall occur affecting the Company as to which none of the provisions of preceding subsections of this Section 4 are strictly applicable, but which would require an adjustment to the terms of the Warrants in order to (i) avoid an adverse impact on the Warrants and (ii) effectuate the intent and purpose of this Section 4, then, in each such case, the Company shall appoint a firm of independent public accountants, investment banking or other appraisal firm of recognized national standing, which shall give its opinion as to whether or not any adjustment to the rights represented by the Warrants is necessary to effectuate the intent and purpose of this Section 4 and, if they determine that an adjustment is necessary, the terms of such adjustment, provided, however, that under no circumstances shall the Warrants be adjusted pursuant to this Section 4.8 as a result of any issuance of securities in connection with the Merger. The Company shall adjust the terms of the Warrants in a manner that is consistent with any adjustment recommended in such opinion.

5. Transfer and Exchange of Warrants.

5.1 Registration of Transfer. The Warrant Agent shall register the transfer, from time to time, of any outstanding Warrant upon the Warrant Register, upon surrender of such Warrant for transfer, in the case of certificated Warrants, properly endorsed with signatures properly guaranteed and accompanied by appropriate instructions for transfer. Upon any such transfer, a new Warrant representing an equal aggregate number of Warrants shall be issued and the old Warrant shall be cancelled by the Warrant Agent. In the case of certificated Warrants, the Warrants so cancelled shall be delivered by the Warrant Agent to the Company from time to time upon request.

5.2 Procedure for Surrender of Warrants. Warrants may be surrendered to the Warrant Agent, together with a written request for exchange or transfer, and thereupon the Warrant Agent shall issue in exchange therefor one or more new Warrants as requested by the Registered Holder of the Warrants so surrendered, representing an equal aggregate number of Warrants; provided, however, that except as otherwise provided herein or in any Book-Entry Warrant Certificate or Definitive Warrant Certificate, each Book-Entry Warrant Certificate and Definitive Warrant Certificate may be transferred only in whole and only to the Depositary, to another nominee of the Depositary, to a successor depository, or to a nominee of a successor depository; provided further, however, that in the event that a Warrant surrendered for transfer bears a restrictive legend, the Warrant Agent shall not cancel such Warrant and issue new Warrants in exchange thereof until the Warrant Agent has received an opinion of counsel for the Company stating that such transfer may be made and indicating whether the new Warrants must also bear a restrictive legend.

5.3 Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which shall result in the issuance of a warrant certificate or book-entry position for a fraction of a warrant.

5.4 Service Charges. No service charge shall be made for any exchange or registration of transfer of Warrants.

5.5 Warrant Execution and Countersignature. The Warrant Agent is hereby authorized to countersign by manual, electronic or facsimile signature and to deliver, in accordance with the terms of this Agreement, the Warrants required to be issued pursuant to the provisions of this Section 5, and the Company, whenever required by the Warrant Agent, shall supply the Warrant Agent with Warrants duly executed on behalf of the Company for such purpose.

6. Redemption.

6.1 Redemption of Warrants. Subject to Section 6.3 hereof, not less than all of the outstanding Warrants may be redeemed, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the Registered Holders of the Warrants, as described in Section 6.2 below, at the price of $0.01 per Warrant (the "Redemption Price"), provided that the last sales price of the Common Shares reported has been at least $18.00 per share (subject to adjustment in compliance with Section 4 hereof) (the "Redemption Trigger Price"), on each of twenty (20) trading days within the thirty (30) trading-day period commencing once the Warrants become exercisable and ending on the third trading day prior to the date on which notice of the redemption is given; provided further that there is an effective registration statement covering the Common Shares issuable upon exercise of the Warrants, and a current prospectus relating thereto, available throughout the Redemption Period (as defined in Section 6.2 below) or the Company has elected to require the exercise of the Warrants on a "cashless basis" pursuant to subsection 3.3.1(b) and such cashless exercise is exempt from registration under the Securities Act.

6.2 Date Fixed for, and Notice of, Redemption. In the event that the Company elects to redeem all of the Warrants pursuant to Section 6.1, the Company shall fix a date for the redemption (the "Redemption Date"). Notice of redemption shall be mailed by first class mail, postage prepaid, by the Company not less than thirty (30) days prior to the Redemption Date (such period, the "Redemption Period") to the Registered Holders of the Warrants to be redeemed at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Registered Holder received such notice.

6.3 Exercise After Notice of Redemption. The Warrants may be exercised, for cash (or on a "cashless basis" in accordance with subsection 3.3.1(b) of this Agreement) at any time after notice of redemption shall have been given by the Company pursuant to Section 6.2 hereof and prior to the Redemption Date. In the event that the Company determines to require all holders of Warrants to exercise their Warrants on a "cashless basis" pursuant to subsection 3.3.1, the notice of redemption shall contain the information necessary to calculate the number of Common Shares to be received upon exercise of the Warrants, including the "Fair Market Value" (as such term is defined in subsection 3.3.1(b) hereof) in such case. On and after the Redemption Date, the record holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Redemption Price.

7. Other Provisions Relating to Rights of Holders of Warrants.

7.1 No Rights as Stockholder. A Warrant does not entitle the Registered Holder thereof to any of the rights of a stockholder of the Company, including, without limitation, the right to receive dividends, or other distributions, exercise any preemptive rights to vote or to consent or to receive notice as stockholders in respect of the meetings of stockholders or the election of directors of the Company or any other matter.

7.2 Lost, Stolen, Mutilated, or Destroyed Warrants. If any Warrant is lost, stolen, mutilated, or destroyed, the Company and the Warrant Agent may on such terms as to indemnity or otherwise as they may in their discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination, tenor, and date as the Warrant so lost, stolen, mutilated, or destroyed. Any such new Warrant shall constitute a substitute contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated, or destroyed Warrant shall be at any time enforceable by anyone.

7.3 Reservation of Common Shares. The Company shall at all times reserve and keep available a number of its authorized but unissued Common Shares that shall be sufficient to permit the exercise in full of all outstanding Warrants issued pursuant to this Agreement.

7.4 Registration of Common Shares; Cashless Exercise at Company's Option.

7.4.1 Registration of the Common Shares. The Company agrees that as soon as practicable, but in no event later than fifteen (15) Business Days after the closing of the Merger, it shall use its best efforts to file with the SEC a registration statement for the registration, under the Securities Act, of the Common Shares issuable upon exercise of the Warrants. The Company shall use its best efforts to cause the same to become effective and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the expiration of the Warrants in accordance with the provisions of this Agreement. If any such registration statement has not been declared effective by the 60th Business Day following the closing of the Merger, holders of the Warrants shall have the right, during the period beginning on the 61st Business Day after the closing of the Merger and ending upon such registration statement being declared effective by the SEC, and during any other period when the Company shall fail to have maintained an effective registration statement covering the Common Shares issuable upon exercise of the Warrants, to exercise such Warrants on a "cashless basis," by exchanging the Warrants (in accordance with Section 3(a)(9) of the Securities Act (or any successor rule) or another exemption) for that number of Common Shares equal to the quotient obtained by dividing (x) the product of the number of Common Shares underlying the Warrants, multiplied by the difference between the Warrant Price and the "Fair Market Value" (as defined below) by (y) the Fair Market Value. Solely for purposes of this subsection 7.4.1, "Fair Market Value" shall mean the volume weighted average price of the Common Shares as reported during the ten (10) trading day period ending on the trading day prior to the date that notice of exercise is received by the Warrant Agent from the holder of such Warrants or its securities broker or intermediary. The date that notice of cashless exercise is received by the Warrant Agent shall be conclusively determined by the Warrant Agent. The Company shall calculate and transmit to the Warrant Agent with written notice, the number of Common Shares issuable upon such exercise using the formula set forth in this subsection 7.4.1. The Warrant Agent shall have no duty or obligation to investigate or confirm whether the Company's determination of the number of shares of Common Shares to be issued on such exercise, pursuant to this subsection 7.4.1, is accurate or correct. In connection with the "cashless exercise" of a Warrant, the Company shall, upon request, provide the Warrant Agent with an opinion of counsel for the Company (which shall be an outside law firm with securities law experience) stating that (i) the exercise of the

Warrants on a cashless basis in accordance with this subsection 7.4.1 is not required to be registered under the Securities Act and (ii) the Common Shares issued upon such exercise shall be freely tradable under United States federal securities laws by anyone who is not an affiliate (as such term is defined in Rule 144 under the Securities Act (or any successor statute)) of the Company and, accordingly, shall not be required to bear a restrictive legend. Except as provided in subsection 7.4.2, for the avoidance of any doubt, unless and until all of the Warrants have been exercised or have expired, the Company shall continue to be obligated to comply with its registration obligations under the first three sentences of this subsection 7.4.1.

7.4.2 Cashless Exercise at Company's Option. If the Common Shares are at the time of any exercise of a Warrant not listed on a national securities exchange such that it satisfies the definition of a "covered security" under Section 18(b)(1) of the Securities Act (or any successor statute), the Company may, at its option, (i) require holders of Warrants who exercise Warrants to exercise such Warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act (or any successor statute) as described in subsection 7.4.1 and (ii) in the event the Company so elects, the Company shall not be required to file or maintain in effect a registration statement for the registration, under the Securities Act, of the Common Shares issuable upon exercise of the Warrants, notwithstanding anything in this Agreement to the contrary. If the Company does not elect at the time of exercise to require a holder of Warrants who exercises Warrants to exercise such Warrants on a "cashless basis," it agrees to use its best efforts to register or qualify for sale the Common Shares issuable upon exercise of the Warrant under the blue sky laws of the state of residence of the exercising Warrant holder to the extent an exemption is not available.

8. Concerning the Warrant Agent and Other Matters.

8.1 Payment of Taxes. The Company shall from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of Common Shares upon the exercise of the Warrants, but the Company shall not be obligated to pay any transfer taxes in respect of the Warrants or such Common Shares.

8.2 Resignation, Consolidation, or Merger of Warrant Agent.

8.2.1 Appointment of Successor Warrant Agent. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the holder of a Warrant (who shall, with such notice, submit the holder's Warrant for inspection by the Company), then the holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at the Company's cost. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a corporation organized and existing under the laws of the State of New York, in good standing and having its principal office in the United States of America, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority.

After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent the Company shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

8.2.2 Notice of Successor Warrant Agent. In the event a successor Warrant Agent shall be appointed, the Company shall give notice thereof to the predecessor Warrant Agent and the Transfer Agent for the Common Shares not later than the effective date of any such appointment.

8.2.3 Merger or Consolidation of Warrant Agent. Any entity into which the Warrant Agent may be merged or with which it may be consolidated or any entity resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement without any further act.

8.3 Fees and Expenses of Warrant Agent.

8.3.1 Remuneration. The Company agrees to pay the Warrant Agent reasonable remuneration for its services as such Warrant Agent hereunder in accordance with a fee schedule to be mutually agreed upon and shall, pursuant to its obligations under this Agreement, the Company agrees to reimburse the Warrant Agent upon demand for all expenditures that the Warrant Agent may reasonably incur in the execution of its duties hereunder, including the reasonable and properly incurred compensation and expenses of the Warrant Agent's agents and legal counsel as agreed.

8.3.2 Further Assurances. The Company agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

8.4 Liability of Warrant Agent.

8.4.1 Reliance on Company Statement. Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by any of the Chief Executive Officer, Chief Financial Officer, General Counsel or Chairman of the Board of the Company and delivered to the Warrant Agent. The Warrant Agent may also consult with legal counsel for the Warrant Agent or the Company with respect to any matter arising in connection with the services to be performed by the Warrant Agent under this Agreement. The Warrant Agent and its agents shall not be liable and shall be indemnified, subject to the provisions of Section 8.4.2 below, by Company for any action taken or omitted by the Warrant Agent in reliance upon any Company instructions or upon the advice or opinion of such counsel in the absence of bad faith (which bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). The Warrant Agent shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from the Company.

8.4.2 Indemnity. The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). The Company agrees to indemnify the Warrant Agent and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Warrant Agent or to which it may become subject, arising from or out of, directly or indirectly, any claims or liability resulting from its actions as Warrant Agent pursuant to this Agreement, except as a result of the Warrant Agent's gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction).

8.4.3 Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof). The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant. The Warrant Agent shall not be responsible to make any adjustments required under the provisions of Section 4 hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Common Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Common Shares shall, when issued, be valid and fully paid and non-assessable.

8.4.4 Limitation of Liability. Notwithstanding anything contained herein to the contrary, the Warrant Agent's aggregate liability during any term of this Agreement with respect to, arising from, or arising in connection with this Agreement, or from all services provided or omitted to be provided under this Agreement, whether in contract, or in tort, or otherwise, is limited to, and shall not exceed, the amounts paid hereunder by the Company to the Warrant Agent as fees and charges, but not including any reimbursed expenses, during the twelve (12) months immediately preceding the event for which recovery from the Warrant Agent is being sought.

8.4.5 Consequential Damages. Neither party to this Agreement shall be liable to the other party for any consequential, indirect, special or incidental damages under any provisions of this Agreement or for any consequential, indirect, punitive, special or incidental damages arising out of any act or failure to act hereunder even if that party has been advised of or has foreseen the possibility of such damages.

8.4.6 Survival. The Company's obligations pursuant to this Section 8.4 shall survive the termination of this Agreement or removal of the Warrant Agent.

8.5 Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the terms and conditions herein set forth and among other things, shall account promptly to the Company with respect to Warrants exercised and concurrently account for, and pay to the Company, all monies received by the Warrant Agent for the purchase of Common Shares through the exercise of the Warrants.

8.6 Waiver. The Warrant Agent has no right of set-off or any other right, title, interest or claim of any kind ("Claim") in, or to any distribution of, the Trust Account (as defined in that certain Investment Management Trust Agreement, dated as of the date of the Prior Warrant Agreement, by and between CAH and the Warrant Agent as trustee thereunder) and hereby agrees not to seek recourse, reimbursement, payment or satisfaction for any Claim against the Trust Account for any reason whatsoever. The Warrant Agent hereby waives any and all Claims against the Trust Account and any and all rights to seek access to the Trust Account.

8.7 Bank Accounts. All funds received by Computershare under this Agreement that are to be distributed or applied by Computershare in the performance of services under this Agreement (the "Funds") shall be held by Computershare as agent for the Company and deposited in one or more bank accounts to be maintained by Computershare in its name as agent for the Company. Until paid pursuant to the terms of this Agreement, Computershare will hold the Funds through such accounts in: deposit accounts of commercial banks with Tier 1 capital exceeding $1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). Computershare shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by Computershare in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. Computershare may from time to time receive interest, dividends or other earnings in connection with such deposits. Computershare shall not be obligated to pay such interest, dividends or earnings to the Company, any holder or any other party.

8.8 Delivery of Exercise Price. The Warrant Agent shall forward Funds received for Warrant exercises in a given month by the 5th Business Day of the following month by wire transfer to an account designated by the Company.

8.9 Force Majeure. Notwithstanding anything to the contrary contained herein, the Warrant Agent will not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

8.10 Confidentiality. The Warrant Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including *inter alia*, personal, non-public warrant holder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement including the fees for services set forth in the attached schedule shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by law, including, without limitation, pursuant to (i) subpoenas from state or federal government authorities (e.g., in divorce and criminal actions) or (ii) securities law disclosure rule or disclosure rules of the Commission or any stock exchange.

8.11 Further Assurances. The Company shall perform, acknowledge and deliver or cause to be performed, acknowledged and delivered all such further and other acts, documents, instruments and assurances as may be reasonably required by the Warrant Agent for the carrying out or performing by the Warrant Agent of the provisions of this Agreement.

9. Miscellaneous Provisions.

9.1 Successors. All the covenants and provisions of this Agreement by or for the benefit of the parties hereto shall bind and inure to the benefit of their respective successors and assigns.

9.2 Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Outgoing Warrant Agent or the Successor Warrant Agent or by the holder of any Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

LumiraDx Limited
c/o Ocorian Trust (Cayman) Limited
PO Box 1350, Windward 3, Regatta Office Park
Grand Cayman KY1-1108
Cayman Islands
Attention: General Counsel

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Outgoing Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Outgoing Warrant Agent with the Company), as follows:

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, NY 10004
Attention: Compliance Department

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Successor Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Successor Warrant Agent with the Company), as follows:

Computershare Inc.,
Computershare Trust Company, N.A.,
150 Royall Street
Canton, MA 02021
Attention: Client Services

9.3 Applicable Law; Exclusive Forum. The validity, interpretation and performance of this Agreement and of the Warrants shall be governed in all respects by 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. The parties hereby agree that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be the exclusive forum for any such action, proceeding or claim. The parties hereby waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, the provisions of this paragraph will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum.

Any person or entity purchasing or otherwise acquiring any interest in the Warrants shall be deemed to have notice of and to have consented to the forum provisions in this Section 9.3. If any action, the subject matter of which is within the scope the forum provisions above, is filed in a court other than a court located within the State of New York or the United States District Court for the Southern District of New York (a "Foreign Action") in the name of any warrant holder, such warrant holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located within the State of New York or the United States District Court for the Southern District of New York in connection with any action brought in any such court to enforce the forum provisions (an "Enforcement Action"), and (y) having service of process made upon such warrant holder in any Enforcement Action by service upon such warrant holder's counsel in the Foreign Action as agent for such warrant holder.

9.4 Persons Having Rights under this Agreement. Nothing in this Agreement shall be construed to confer upon, or give to, any person or entity other than the parties hereto and the Registered Holders of the Warrants any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto, and their successors and assigns and of the Registered Holders of the Warrants.

9.5 Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in United States of America, for inspection by the Registered Holder of any Warrant. The Warrant Agent may require any such holder to submit such holder's Warrant for inspection by the Warrant Agent.

9.6 Counterparts. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. Signatures to this Agreement transmitted by electronic mail in PDF form, or by any other electronic means designed to preserve the original graphic and pictorial appearance of a document (including DocuSign), will be deemed to have the same effect as physical delivery of the paper document bearing the original signatures.

9.7 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

9.8 Amendments. This Agreement may be amended by the parties hereto without the consent of any Registered Holder (i) for the purpose of curing any ambiguity, or curing, correcting or supplementing any mistake including to conform the provisions of this Agreement to the description of the terms of the Warrants and this Agreement set forth in the Prospectus or any defective provision contained herein or adding or changing any other provisions with respect to matters or questions arising under this Agreement as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the interest of the Registered Holders, and (ii) to provide for the delivery of Alternative Issuance pursuant to Section 4.4. All other modifications or amendments, including any amendment to increase the Warrant Price or shorten the Exercise Period, shall require the vote or written consent of the Registered Holders of a majority of the then outstanding Warrants. Notwithstanding the foregoing, the Company may lower the Warrant Price or extend the duration of the Exercise Period pursuant to Sections 3.1 and 3.2, respectively, without the consent of the Registered Holders. No supplement or amendment to this Agreement shall be effective unless duly executed by the Warrant Agent and the Company. As a condition precedent to the Warrant Agent's execution of any amendment, the Company shall deliver to the Warrant Agent a certificate from a duly authorized officer of the Company that states that the proposed amendment is in compliance with the terms of this Section 9.8.

9.9 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof; further, provided, however, that if such excluded provision shall materially and adversely affect the rights, immunities, liabilities, duties or obligations of the Warrant Agent, the Warrant Agent shall be entitled to resign immediately upon written notice to the Company. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

9.10 Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all prior agreements, understandings, arrangements, promises and commitments, whether written or oral, express or implied, relating to the subject matter hereof, and all such prior agreements, understandings, arrangements, promises and commitments are hereby canceled and terminated.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LUMIRADX LIMITED

By: /s/ Veronique Ameye
Name: Veronique Ameye
Title: Authorised Signatory

[*Signature Page to Amended and Restated Warrant Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CA HEALTHCARE ACQUISITION CORP.

By: /s/ Larry J. Neiterman
Name: Larry J. Neiterman
Title: Chief Executive Officer

[*Signature Page to Amended and Restated Warrant Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CONTINENTAL STOCK
TRANSFER & TRUST COMPANY

By: /s/ Douglas Reed
Name: Douglas Reed
Title: Vice President

[*Signature Page to Amended and Restated Warrant Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

COMPUTERSHARE INC., and
COMPUTERSHARE TRUST COMPANY, N.A., as Warrant Agent
On Behalf of Both Entities

By: /s/ Collin Ekeogu
Name: Collin Ekeogu
Title: Manager, Corporate Actions

[*Signature Page to Amended and Restated Warrant Agreement*]

EXHIBIT A

Number [Form of Warrant Certificate]

[FACE]

Warrants

THIS WARRANT SHALL BE VOID IF NOT EXERCISED PRIOR TO THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR IN THE WARRANT AGREEMENT DESCRIBED BELOW

CUSIP 12510W 115

LUMIRADX LIMITED

A Cayman Island Exempted Company Limited by Shares With Company Number 314391

Warrant Certificate

This Warrant Certificate certifies that [___], or registered assigns, is the registered holder of warrant(s) evidenced hereby (the "Warrants" and each, a "Warrant") to purchase common shares, US$0.0000028 par value per share (the "Common Shares"), of LumiraDx Limited, a Cayman Islands exempted company limited by shares with company number 314391 (the "Company"). Each whole Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to below, to receive from the Company that number of fully paid and non-assessable Common Shares as set forth below, at the exercise price (the "Warrant Price") as determined pursuant to the Warrant Agreement, payable in lawful money (or through "cashless exercise" as provided for in the Warrant Agreement) of the United States of America upon surrender of this Warrant Certificate and payment of the Warrant Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each whole Warrant is initially exercisable for one fully paid and non-assessable Common Share. No fractional shares will be issued upon exercise of any Warrant. If, upon the exercise of Warrants, a holder would be entitled to receive a fractional interest in a Common Share, the Company will, upon exercise, round down to the nearest whole number the number of Common Shares to be issued to the Warrant holder. The number of Common Shares issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

The initial Warrant Price per Common Share for any Warrant is equal to $11.50 per share. The Warrant Price is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such Warrants shall become void. The Warrants may be redeemed, subject to certain conditions, as set forth in the Warrant Agreement.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement.

This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of laws principles thereof.

[*Signature Page Follows*]

LUMIRADX LIMITED

By: _____
Name:
Title:

COMPUTERSHARE INC., and COMPUTERSHARE TRUST COMPANY, N.A., as
Warrant Agent
On Behalf of Both Entities

By: _____
Name:
Title:

[Signatures Page to Warrant Certificate]

[Form of Warrant Certificate]
[Reverse]

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants entitling the holder on exercise to receive Common Shares and are issued or to be issued pursuant to a Warrant Agreement dated as of [___], 2021 (the "Warrant Agreement"), duly executed and delivered by the Company to Computershare Inc., a Delaware corporation, and its wholly-owned subsidiary, Computershare Trust Company, N.A., a federally chartered trust company, collectively as warrant agent (the "Warrant Agent"), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "holders" or "holder" meaning the Registered Holders or Registered Holder, respectively) of the Warrants. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Warrants may be exercised at any time during the Exercise Period set forth in the Warrant Agreement. The holder of Warrants evidenced by this Warrant Certificate may exercise them by surrendering this Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Warrant Price as specified in the Warrant Agreement (or through "cashless exercise" as provided for in the Warrant Agreement) at the principal corporate trust office of the Warrant Agent. In the event that upon any exercise of Warrants evidenced hereby the number of Warrants exercised shall be less than the total number of Warrants evidenced hereby, there shall be issued to the holder hereof or his, her or its assignee, a new Warrant Certificate evidencing the number of Warrants not exercised.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no Warrant may be exercised unless at the time of exercise (i) a registration statement covering the Common Shares to be issued upon exercise is effective under the Securities Act and (ii) a prospectus thereunder relating to the Common Shares is current, except through "cashless exercise" as provided for in the Warrant Agreement.

The Warrant Agreement provides that upon the occurrence of certain events the number of Common Shares issuable upon exercise of the Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a Warrant, the holder thereof would be entitled to receive a fractional interest in a Common Share, the Company shall, upon exercise, round down to the nearest whole number of Common Shares to be issued to the holder of the Warrant.

Warrant Certificates, when surrendered at the principal corporate trust office of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of Warrants.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Warrant Agent a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

Neither the Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a stockholder of the Company.

Election to Purchase
(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive Common Shares and herewith tenders payment for such Common Shares to the order of LumiraDx Limited (the "Company") in the amount of $ in accordance with the terms hereof. The undersigned requests that a certificate for such Common Shares be registered in the name of [___], whose address is [___] and that such Common Shares be delivered to [___] whose address is [___]. If said number of Common Shares is less than all of the Common Shares purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such Common Shares be registered in the name of [___], whose address is [___] and that such Warrant Certificate be delivered to [___], whose address is [___].

In the event that the Warrant has been called for redemption by the Company pursuant to Section 6.1 of the Warrant Agreement and the Company has required cashless exercise pursuant to Section 6.3 of the Warrant Agreement, the number of Common Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(b) and Section 6.3 of the Warrant Agreement.

In the event that the Warrant is to be exercised on a "cashless" basis pursuant to Section 7.4 of the Warrant Agreement, the number of Common Shares that this Warrant is exercisable for shall be determined in accordance with Section 7.4 of the Warrant Agreement.

In the event that the Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of Common Shares that this Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise and (ii) the holder hereof shall complete the following: The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive Common Shares. If said number of Common Shares is less than all of the Common Shares purchasable hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such Common Shares be registered in the name of, whose address is and that such Warrant Certificate be delivered to [___], whose address is [___].

[*Signature Page Follows*]

Date: [___], 2021

(Signature)

(Address)
(Tax Identification Number)

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 (OR ANY SUCCESSOR RULE)).

Exhibit 4.4

Execution Version

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of the 28th day of September, 2021, is made and entered into by and among LumiraDx Limited, a limited company incorporated under the laws of the Cayman Islands (the "***Company***"), CA Healthcare Acquisition Corp., a Delaware corporation ("***CAH***"), CA Healthcare Sponsor LLC, a Delaware limited liability company (the "***Sponsor***"), the equityholders of the Company listed on Exhibit A attached hereto (collectively, the "***Company Equityholders***"; together with the Sponsor and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, a "***Holder***" and collectively the "***Holders***").

RECITALS

WHEREAS, CAH and the Sponsor are party to that certain registration rights agreement, dated as of January 26, 2021 (the "***Original SPAC Agreement***") and wish to amend and restate the Original Agreement in its entirety by entering into this Agreement;

WHEREAS, the Company and certain of the Company Equityholders are party to those certain registration rights agreements, dated as of August 8, 2018 and November 30, 2020 (the "***Original Company Agreements***" and together with the Original SPAC Agreement, the "***Original Agreements***");

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "***Merger Agreement***"), with LumiraDx Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Company (the "***Merger Sub***"), and CAH, pursuant to which, among other things, Merger Sub shall be merged with and into CAH (the "***Merger***", and together with the other transactions contemplated by the Merger Agreement, the "***Transactions***"), with CAH surviving the Merger. As a result of the Transactions, CAH will become a wholly-owned subsidiary of the Company and the current security holders of CAH will become security holders of the Company; and

WHEREAS, in connection with the consummation of the Transactions, the Company and the Holders desire to enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to 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:

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or principal financial officer of the Company, after consultation with counsel to the Company, (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, and (iii) the Company has a bona fide business purpose for not making such information public.

"***Agreement***" shall have the meaning given in the Preamble.

"***Board***" shall mean the Board of Directors of the Company.

"***Closing***" shall have the meaning given in the Merger Agreement.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Common Shares***" shall mean the common shares of the Company.

"***Company***" shall have the meaning given in the Preamble.

"***Company Equityholders***" shall have the meaning given in the Preamble.

"***Demand Registration***" shall have the meaning given in subsection 2.1.1.

"***Demanding Holder***" shall have the meaning given in subsection 2.1.1.

"***EDGAR***" shall have the meaning given in subsection 3.1.3.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Form F-1***" shall have the meaning given in subsection 2.1.1.

"***Form F-3***" shall have the meaning given in subsection 2.3.

"***Founder Shares Lock-up Period***" shall have the meaning set forth in the Sponsor Agreement.

"***Holders***" shall have the meaning given in the Preamble.

"***Holder Information***" shall have the meaning given in subsection 4.1.2.

"***Initiating Holders***" shall have the meaning given in Section 2.3.

"***Maximum Number of Securities***" shall have the meaning given in subsection 2.1.4.

"***Merger***" shall have the meaning given in the recitals hereto.

"***Merger Agreement***" shall have the meaning given in the recitals hereto.

"***Merger Sub***" shall have the meaning given in the recitals hereto.

"***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 light of the circumstances under which they were made) not misleading.

"***MVIL***" shall mean, collectively, Morningside Venture Investments Limited and MVIL, LLC.

"***Original Agreements***" shall have the meaning given in the recitals hereto.

"***Original SPAC Agreement***" shall have the meaning given in the recitals hereto.

"***Original Company Agreements***" shall have the meaning given in the recitals hereto.

"***Permitted Transferees***" shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the Founder Shares Lock-up Period or Private Placement Lock-up Period, as the case may be, under the Sponsor Agreement, this Agreement and any other applicable agreement between such Holder and the Company, and to any transferee thereafter.

"***Piggyback Registration***" shall have the meaning given in subsection 2.2.1.

"***Private Placement Lock-up Period***" shall have the meaning set forth in the Sponsor Agreement.

"***Private Placement Warrants***" shall have the meaning set forth in the Sponsor Agreement.

"***Pro Rata***" shall have the meaning given in subsection 2.1.4.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) any outstanding Common Shares and any other equity security (including Common Shares issued or issuable upon the exercise or conversion of any other equity security) of the Company held by a Holder immediately following the Closing (including any securities distributable pursuant to the Merger Agreement), (b) any outstanding

Common Shares or any other equity security (including warrants to purchase Common Shares and Common Shares issued or issuable upon the exercise or conversion of any other equity security) of the Company acquired by a Holder following the date hereof to the extent that such securities are "restricted securities" (as defined in Rule 144) or are otherwise held by an "affiliate" (as defined in Rule 144) of the Company, and (c) any other equity security of the Company issued or issuable with respect to any securities referenced in clause (a) or (b) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred, new certificates for such securities not bearing 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; (C) such securities shall have ceased to be outstanding; (D) such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) (but with no volume or other restrictions or limitations); (E) such securities have been sold without registration pursuant to Section 4(a)(1) of the Securities Act or Rule 145 promulgated under the Securities Act or any successor rules promulgated under the Securities Act; or (F) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"***Registration Expenses***" shall mean the 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 the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Common Shares are 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) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(F) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders initiating a Demand Registration to be registered for offer and sale in the applicable Registration (not to exceed $75,000 without the consent of the Company).

"***Registration Statement***" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Requesting Holder***" shall have the meaning given in subsection 2.1.1.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Sponsor***" shall have the meaning given in the recitals hereto.

"***Sponsor Agreement***" shall mean that certain letter agreement, dated the 6th day of April, 2021, between Sponsor, CAH and certain other individuals and entities which was executed in connection with the execution of the Transactions, as amended from time to time.

"***Transactions***" shall have the meaning given in the recitals hereto.

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Registration***" or "***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

ARTICLE II
REGISTRATIONS

2.1 Demand Registration.

2.1.1 Request for Registration. Subject to the provisions of subsection 2.1.4 and Section 2.4 hereof, at any time following the Closing and expiration or waiver of any lockup applicable to such Holders party hereto, the Sponsor, MVIL or Holders of a majority in interest of the then-outstanding number of Registrable Securities (together, the "***Demanding Holders***") may make a written demand for Registration of all or part of their Registrable Securities, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "***Demand Registration***"). The Company shall, within ten (10) days of the Company's receipt of the Demand Registration, notify, in writing, all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "***Requesting Holder***") shall so notify the Company, in writing, within five (5) days after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written

notification from a Requesting Holder(s) to the Company, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, but not more than forty five (45) days immediately after the Company's receipt of the Demand Registration, the Registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration. Under no circumstances shall the Company be obligated to effect more than (i) an aggregate of three (3) Registrations pursuant to a Demand Registration under this subsection 2.1.1 by Holders of a majority in interest of the then-outstanding number of Registrable Securities, (ii) one (1) Registration pursuant to a Demand Registration under this subsection 2.1.1 by the Sponsor and (iii) one (1) Registration pursuant to a Demand Registration under this subsection 2.1.1 by MVIL; provided, however, that a Registration shall not be counted for such purposes unless a Form F-1 or any similar long-form registration statement that may be available at such time ("***Form F-1***") has become effective and all of the Registrable Securities requested by the Requesting Holders to be registered on behalf of the Requesting Holders in such Form F-1 Registration have been sold, in accordance with Section 3.1 of this Agreement.

2.1.2 Effective Registration. Notwithstanding the provisions of subsection 2.1.1 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (i) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and (ii) the Company has complied with all of its obligations under this Agreement with respect thereto; provided, further, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency the Registration Statement with respect to such Registration shall be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing, but in no event later than five (5) days, of such election; and provided, further, that the Company shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration becomes effective or is subsequently terminated.

2.1.3 Underwritten Offering. Subject to the provisions of subsection 2.1.4 and Section 2.4 hereof, if a majority-in-interest of the Demanding Holders so advise the Company as part of their Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Offering, then the right of such Demanding Holder or Requesting Holder (if any) to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in such Underwritten Offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.1.3 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the majority-in-interest of the Demanding Holders initiating the Demand Registration.

2.1.4 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration pursuant to a Demand Registration, in good faith, advises the Company, the Demanding Holders and the Requesting Holders (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Common Shares or other equity securities that the Company desires to sell and the Common Shares, if any, as to which a Registration has been requested 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, as follows: (i) first, 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 Registration and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Registration (such proportion is referred to herein as "***Pro Rata***")) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities of Holders (Pro Rata, based on the respective number of Registrable Securities that each Holder has so requested) exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof, without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Common Shares or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the Common Shares or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

2.1.5 Demand Registration Withdrawal. A majority-in-interest of the Demanding Holders initiating a Demand Registration or a majority-in-interest of the Requesting Holders (if any), pursuant to a Registration under subsection 2.1.1 shall have the right to withdraw from a Registration pursuant to such Demand Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration. If withdrawn, such Demand Registration shall constitute a Demand Registration under subsection 2.1.1 unless the Demanding Holders or Requesting Holders (if any) reimburse the Company for all Registration Expenses with respect to such withdrawn Demand Registration. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to a Demand Registration prior to its withdrawal under this subsection 2.1.5, other than if a Demanding Holder or Requesting Holders (if any) elect to pay such Registration Expenses pursuant to the preceding sentence of this subsection 2.1.5.

2.2 Piggyback Registration.

2.2.1 Piggyback Rights. If, at any time on or after the consummation of the Transactions, the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of shareholders of the Company (or by the Company and by the shareholders of the Company including, without limitation, pursuant to Section 2.1 hereof), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) filed on Form F-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an exchange offer or offering of securities solely to the Company's existing stockholders, (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 filing to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, 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 register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such Registration a "***Piggyback Registration***"). Subject to subsection 2.2.2, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of Common Shares or other equity securities that the Company desires to sell, taken together with (i) the Common Shares or other equity securities, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.2 hereof, and (iii) the Common Shares or other equity securities, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other persons or entities other than the Holders of Registrable Securities hereunder, exceeds the Maximum Number of Securities, then:

(a) If the Registration is undertaken for the Company's account, the Company shall include in any such Registration (A) first, the Common 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 subsection 2.2.1 hereof, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Common Shares or other equity securities, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other 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 is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (A) first, the Common Shares or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1, pro rata based on the number of Registrable Securities that each Holder has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Registration, 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 Common 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 Common Shares or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw and from any Demand Registration and related obligations, shall be governed by subsection 2.1.5) 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. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.2 hereof shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.1 hereof.

2.3 Registrations on Form F-3. At any time following the Closing and expiration or waiver of any lockup applicable to such Holders party hereto, the Sponsor, MVIL or Holders of at least 25% of the then-outstanding number of Registrable Securities (together, the "***Initiating Holders***"), may request in writing that the Company, pursuant to Rule 415 under the Securities Act (or any successor rule promulgated thereafter by the Commission), register the resale of any or all of their Registrable Securities on Form F-3 or any similar short form registration statement that may be available at such time ("***Form F-3***"); provided, however, that the Company shall not be obligated to effect such request through an Underwritten Offering. Within five (5) days of the Company's receipt of a written request from the Initiating Holders for a Registration on Form F-3, the Company shall promptly give written notice of the proposed Registration on Form F-3 to all other Holders of Registrable Securities, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in such Registration on Form F-3 shall so notify the Company, in writing, within ten (10) days after the receipt by the Holder of the notice from the Company. As soon as practicable thereafter, but not more than twelve (12) days after the Company's initial receipt of such written request for a Registration on Form F-3, the Company shall register all or such portion of such Holder's Registrable Securities as are specified in such written request, together with all or such portion of Registrable Securities of any other Holder or Holders joining in such request as are specified in the written notification given by such Holder or Holders; provided, however, that the Company shall not be obligated to effect any such Registration pursuant to Section 2.3 hereof if (i) a Form F-3 is not available for such offering; or (ii) the Holders of Registrable Securities, together with the Holders of any other equity securities of the Company entitled to inclusion in such Registration, propose to sell the Registrable Securities and such other equity securities (if any) at any aggregate price to the public of less than $10,000,000.

2.4 Restrictions on Registration Rights. If (A) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company initiated Registration and provided that the Company continues to actively employ, in good faith, all reasonable efforts to cause the Registration Statement for which the Holders have delivered written notice pursuant to subsection 2.1.1 to become effective; (B) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (C) in the good faith judgment of the Board such Registration would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board it would be seriously detrimental to the Company for such Registration Statement to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement. In such event, the Company shall have the right to defer such filing for a period of not more than ninety (90) days; provided, however, that the Company shall not defer its obligation in this manner more than once in any 12-month period.

ARTICLE III
COMPANY PROCEDURES

3.1 General Procedures. If at any time following the consummation of the Transactions the Company is required to effect the Registration of Registrable Securities, 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:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold in accordance with the intended plan of distribution set forth in such Registration Statement or 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 five percent (5%) 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 or have ceased to be Registrable Securities;

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 each Holder of Registrable Securities included in such Registration Statement, and each such Holder's 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 each Holder of Registrable Securities included in such Registration or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders; provided that the Company shall have no obligation to furnish any documents publicly filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval System ("***EDGAR***");

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 any Holder 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 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 securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of 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 five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus or any document that is to be incorporated by reference into such Registration Statement or Prospectus, furnish a copy thereof to each seller of such Registrable Securities and its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

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 Registration, permit a representative of the Holders (such representative to be selected by a majority of the participating Holders) and any attorney or accountant retained by such Holders to participate, at each such person's own expense, 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, attorney or accountant in connection with the Registration; provided, however, that such representatives 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 "comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Registration (subject to such Underwriter providing such certification or representation reasonably requested by the Company's independent registered public accountants and the Company's counsel) in customary form and covering such matters of the type customarily covered by "comfort" letters for a transaction of this type as the managing 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 Registration, on the date the Registrable Securities are delivered for sale pursuant to such Registration, to the extent customary for a transaction of its type, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders, 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, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter 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 twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

3.1.15 in the event of any Underwritten Registration, if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $50,000,000, 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 any 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 participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter, broker, sales agent or placement agent if such Underwriter, broker, sales agent or placement agent has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter, broker, sales agent or placement agent, as applicable.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, 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.

3.3 Requirements for Participation in Underwritten Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information, 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 it is necessary or advisable to include such information in the applicable Registration Statement or Prospectus and such Holder continues thereafter to withhold such information. In addition, no person or entity may participate in any Underwritten Offering or other offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any underwriting, sales, distribution or placement arrangements approved by the Company and (ii) 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 underwriting, sales, distribution or placement arrangements. For the avoidance of doubt, 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.

3.4 Suspension of Sales; Adverse Disclosure. 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 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 reasonably practicable after the time of such notice), or until it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (a) require the Company to make an Adverse Disclosure, (b) require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control or (c) in the good faith judgment of the majority of the Board such Registration, 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 determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities 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. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.5 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 file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; provided that any documents publicly filed or furnished with the Commission pursuant to EDGAR shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 3.5. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder

to sell Common Shares held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission). 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 who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including reasonable and documented attorneys' fees) resulting from any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) 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 and officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and out-of-pocket expenses (including without limitation reasonable and documented attorneys' fees) resulting from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person 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 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, 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 (plus local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) 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 or controlling person 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 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 relates to information supplied by, 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 subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any

other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V
MISCELLANEOUS

5.1 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: LumiraDx, Inc., 221 Crescent Street. 5th Floor, Waltham, MA and, if to any Holder, at such Holder's address, electronic mail 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 thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third Party Beneficiaries.

5.2.1 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.

5.2.2 Prior to the expiration of the Founder Shares Lock-up Period or the Private Placement Lock-up Period, as the case may be, Sponsor shall not assign or delegate its rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by Sponsor to a Permitted Transferee but only if such Permitted Transferee agrees to become bound by the transfer restrictions set forth in this Agreement. A Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, to any person to whom it transfers Registrable Securities; provided that such Registrable Securities remain Registrable Securities following such transfer and such person agrees to become bound by the terms and provisions of this Agreement.

5.2.3 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 Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2 hereof.

5.2.5 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 (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) 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 5.2 shall be null and void.

5.3 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.

5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (I) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF 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 AND (II) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

5.5 Amendments and Modifications. Upon the written consent of the Company and 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 notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require written consent of the Sponsor; provided, further, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of share capital 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 or thereunder by such party.

5.6 Termination of Existing Registration Rights. The registration rights granted under this Agreement shall supersede any registration, qualification or similar rights of the Holders with respect to any shares or securities of CAH or the Company granted under any other agreement, including, but not limited to, the Original Agreements, and any of such preexisting registration, qualification or similar rights and such agreements shall be terminated and of no further force and effect. 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 Agreements shall no longer be of any force or effect.

5.7 Term. This Agreement shall terminate upon the earlier of (i) the third anniversary of the date of this Agreement, (ii) with respect to any Holder, on the date that such Holder no longer holds any Registrable Securities, or (iii) the date as of which (A) all of the Registrable Securities have been sold pursuant to a Registration Statement (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)) or (B) the Holders of all Registrable Securities are permitted to sell the Registrable Securities under Rule 144 (or any similar provision) under the Securities Act without limitation on the amount of securities sold or the manner of sale. The provisions of Section 3.5 and *Article IV* shall survive any termination.

5.8 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.

5.9 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.

5.10 Adjustments. If, and as often as, there are any changes in the Registrable Securities by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or sale, or by any other means, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Registrable Securities as so changed.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

LumiraDx Limited

By: /s/ Veronique Ameye
Name: Veronique Ameye
Title: Executive Vice President and General Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

CAH:

CA HEALTHCARE ACQUISITION CORP.

By: /s/ Larry J. Neiterman
Name: Larry J. Neiterman
Title: Chief Executive Officer

HOLDER:

CA HEALTHCARE SPONSOR LLC

By: /s/ Tim McMahon
Name: Tim McMahon
Title: Managing Member

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

For and on behalf of Morningside Venture Investments Limited

By: /s/ Jill Marie Franklin
Name: Jill Marie Franklin
Title: Authorized Signatures

By: /s/ Cheung Ka Ho
Name: Cheung Ka Ho
Title: Authorized Signatures

MVIL, LLC

By: /s/ Cheng Yee Wing Betty
Name: Cheng Yee Wing Betty
Title: Authorized Signatures

By: /s/ Wong See Wai
Name: Wong See Wai
Title: Authorized Signatures

Exhibit 4.5

LUMIRADX LIMITED

2021 STOCK OPTION AND INCENTIVE PLAN

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the LumiraDx Limited 2021 Stock Option and Incentive Plan (this "Plan"). The purpose of the Plan is to encourage and enable employees, Non-Employee Directors and Consultants of LumiraDx Limited, incorporated in the Cayman Islands (including any successor entity, the "Company"), and its Affiliates upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its business, to provide eligible persons to acquire a proprietary interest in the Company as an incentive to remain in the service of the Company. It is further anticipated that providing such persons with a direct stake in the Company's welfare will assure a closer identification of their interests with those of the Company and its stockholders, thereby stimulating their efforts on the Company's behalf and strengthening their desire to remain with the Company. Following the date this Plan is adopted by the Board, the LumiraDx Limited Unapproved Option Scheme and LumiraDx Limited Consultants' and Non-Employees' Option Scheme (the "Prior Plans"), and the awards issued thereunder, will continue in accordance with their terms, provided that no new awards will be made with respect to such Prior Plans. All awards forfeited pursuant to the terms of the Prior Plans shall be returned to the pool to be granted pursuant to Section 3(a) of the Plan.

The following terms shall be defined as set forth below:

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

"Administrator" either (x) the Board, (y) the compensation committee of the Board or (z) a similar committee performing the functions of the compensation committee, which committee shall be, for any actions taken at or following the Effective Date, comprised of not less than two Non-Employee Directors who are independent.

"*Affiliate*" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 of the Act. The Board will have the authority to determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

"Award" or *"Awards,"* except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Units, Restricted Stock Awards, Unrestricted Stock Awards, Cash-Based Awards, and Dividend Equivalent Rights.

"Award Agreement" means a written or electronic document setting forth the terms and provisions applicable to an Award granted under the Plan. Each Award Agreement is subject to the terms and conditions of the Plan.

"Board" means the Board of Directors of the Company.

"*Cash-Based Award*" means an Award entitling the recipient to receive a cash-denominated payment.

"*Cause*" shall have the meaning set forth in a grantee's employment agreement or consulting agreement, if any, unless otherwise set forth in the applicable Award Agreement or, in the case that no employment agreement, consulting agreement, or Award Agreement contains a definition of "Cause," it shall mean a determination by the Administrator that the grantee shall be dismissed as a result of (i) any material breach by the grantee of any agreement between the grantee and the Company, (ii) the conviction of, indictment for or plea of nolo contendere by the grantee to a felony or a crime involving moral turpitude, (iii) any material misconduct or willful and deliberate non-performance (other than by reason of disability) by the grantee of the grantee's duties to the Company, or (iv) any material breach of, or willful failure to comply with, the Company's code of conduct or other material written rules, regulations, policies or procedures of the Company.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

"*Consultant*" means a consultant or adviser who provides *bona fide* services to the Company or an Affiliate as an independent contractor and who qualifies as a consultant or advisor under Instruction A.1.(a)(1) of Form S-8 under the Act.

"*Dividend Equivalent Right*" means an Award entitling the grantee to receive credits based on cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other award to which it relates) if such shares had been issued to and held by the grantee.

"*Effective Date*" means the date on which the Plan becomes effective as set forth in Section 19.

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

"*Fair Market Value*" of the Stock on any given date means the fair market value of the Stock determined in good faith by the Administrator in accordance with Section 409A; *provided*, *however*, that if the Stock is listed on the National Association of Securities Dealers Automated Quotation System ("NASDAQ"), NASDAQ Global Market, The New York Stock Exchange or another national securities exchange or traded on any established market, the determination shall be made by reference to market quotations. If there are no market quotations for such date, the determination shall be made by reference to the last date preceding such date for which there are market quotations.

"*Good Reason*" shall have the meaning set forth in a grantee's employment agreement or consulting agreement, if any, unless otherwise set forth in the applicable Award Agreement or, in the case that no employment agreement, consulting agreement, or Award Agreement contains a definition of "Good Reason," it shall mean (i) a material diminution in the grantee's base salary except for across-the-board salary reductions similarly affecting all or substantially all similarly

situated employees of the Company or (ii) a change of more than 50 miles in the geographic location at which the grantee provides services to the Company; *provided*, that any claim for "Good Reason" shall be deemed waived unless (x) the grantee provides written notice to the Company within 30 days following the initial occurrence of any such event, (y) the Company fails to cure such event within 30 days of such written notice, and (z) such grantee actually terminates employment or service within five business days of the conclusion of such cure period.

"*Incentive Stock Option*" means any Stock Option designated and qualified as an "incentive stock option" as defined in Section 422 of the Code.

"*Merger Agreement*" means that certain Agreement and Plan of Merger by and among the Company, LumiraDx Merger Sub, Inc., and CA Healthcare Acquisition Corp., dated as of April 6, 2021.

"*Non-Employee Director*" means a member of the Board who is not also an employee of the Company or any Subsidiary.

"*Non-Qualified Stock Option*" means any Stock Option that is not an Incentive Stock Option.

"*Option*" or "*Stock Option*" means any option to purchase shares of Stock granted pursuant to Section 5.

"*Restricted Shares*" means the shares of Stock underlying a Restricted Stock Award that remain subject to a risk of forfeiture or the Company's right of repurchase.

"*Restricted Stock Award*" means an Award of Restricted Shares subject to such restrictions and conditions as the Administrator may determine at the time of grant.

"*Restricted Stock Units*" means an Award of stock units subject to such restrictions and conditions as the Administrator may determine at the time of grant.

"*Sale Event*" shall mean (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (ii) a merger, reorganization or consolidation pursuant to which the holders of the Company's outstanding voting power and outstanding stock immediately prior to such transaction do not own a majority of the outstanding voting power and outstanding stock or other equity interests of the resulting or successor entity (or its ultimate parent, if applicable) immediately upon completion of such transaction, (iii) the sale of all of the Stock of the Company to an unrelated person, entity or group thereof acting in concert, or (iv) any other transaction in which the owners of the Company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the Company or any successor entity immediately upon completion of the transaction other than as a result of the acquisition of securities directly from the Company; *provided, however*, that in the event an Award is subject to Section 409A, no such event shall constitute a payment event unless such event is also a change of control event as defined by Section 409A.

"*Sale Price*" means the value as determined by the Administrator of the consideration payable, or otherwise to be received by stockholders, per share of Stock pursuant to a Sale Event.

"*Section 409A*" means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

"*Service Relationship*" means any relationship as an employee, Non-Employee Director or Consultant of the Company or any Affiliate (e.g., a Service Relationship shall be deemed to continue without interruption in the event an individual's status changes from full-time employee to part-time employee or Consultant). Notwithstanding anything to the contrary contained in the Plan, an Award Agreement, or otherwise, the following shall not constitute a termination of a grantee's Service Relationship: (i) a transfer to the service of the Company from an Affiliate or from the Company to an Affiliate, or from one Affiliate to another Affiliate or (ii) an approved leave of absence for military service or sickness, or for any other purpose approved by the Administrator, if the individual's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise so provides in writing.

"*Stock*" means the Common Stock, par value $0.0000028 per share, of the Company, subject to adjustments pursuant to Section 3.

"*Stock Appreciation Right*" means an Award entitling the recipient to receive shares of Stock (or cash, to the extent explicitly provided for in the applicable Award Agreement) having a value equal to the excess of the Fair Market Value of the Stock on the date of exercise over the exercise price of the Stock Appreciation Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

"*Subsidiary*" means any corporation or other entity (other than the Company) in which the Company has at least a 50 percent interest, either directly or indirectly.

"*Ten Percent Owner*" means an employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation.

"*Unrestricted Stock Award*" means an Award of shares of Stock free of any restrictions.

SECTION 2. ADMINISTRATION OF PLAN; ADMINISTRATOR AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

(a) Administration of Plan. The Plan shall be administered by the Administrator.

(b) Powers of Administrator. The Administrator shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals to whom Awards may from time to time be granted;

(ii) to determine the time or times of grant, and the extent, if any, of Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, Unrestricted Stock Awards, Cash-Based Awards, and Dividend Equivalent Rights, or any combination of the foregoing, granted to any one or more grantees;

(iii) to determine the number of shares of Stock to be covered by any Award and, subject to the provisions of the Plan, the price, exercise price, conversion ratio or other price relating thereto;

(iv) to determine and modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the forms of Award Agreements;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award;

(vi) to impose any limitations and/or vesting conditions on Awards;

(vii) subject to the provisions of Section 5(c) and any restrictions imposed by Section 409A, to extend at any time the period in which Stock Options may be exercised; and

(viii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including related written instruments); to make all determinations it deems advisable for the administration of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Administrator shall be binding on all persons, including the Company and grantees.

(c) Delegation of Authority to Grant Awards. Subject to applicable law, the Administrator, in its discretion, may delegate to a committee consisting of one or more officers of the Company including the Chief Executive Officer of the Company all or part of the Administrator's authority and duties with respect to the granting of Awards to individuals who are (i) not subject to the reporting and other provisions of Section 16 of the Exchange Act and (ii) not members of the delegated committee. Any such delegation by the Administrator shall include a limitation as to the amount of Stock underlying Awards that may be granted during the period of the delegation and shall contain guidelines as to the determination of the exercise price and the vesting criteria. The Administrator may revoke or amend the terms of a delegation at any time, but such action shall not invalidate any prior actions of the Administrator's delegate or delegates that were consistent with the terms of the Plan.

(d) Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award which may include, without limitation, the term of an Award and the provisions applicable in the event employment or service terminates.

(e) Indemnification. Neither the Board nor the Administrator, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Administrator (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's articles or bylaws or any directors' and officers' liability insurance coverage which may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

(f) Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company and its Affiliates operate or have employees or other individuals eligible for Awards, the Administrator, in its sole discretion, shall have the power and authority to: (i) determine which Affiliates shall be covered by the Plan; (ii) determine which individuals outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to individuals outside the United States to comply with applicable foreign laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Administrator determines such actions to be necessary or advisable (and such subplans and/or modifications shall be attached to this Plan as appendices); *provided*, *however*, that no such subplans and/or modifications shall increase the share limitations contained in Section 3(a) hereof; and (v) take any action, before or after an Award is made, that the Administrator determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Administrator may not take any actions hereunder, and no Awards shall be granted, that violate the Exchange Act or any other applicable United States securities law, the Code, or any other applicable United States governing statute or law.

SECTION 3. STOCK ISSUABLE UNDER THE PLAN; MERGERS; SUBSTITUTION

(a) Stock Issuable. The maximum number of shares of Stock reserved and available for issuance under the Plan shall be 30,530,760 shares (the "Initial Limit"), subject to adjustment as provided in this Section 3, plus on January 1, 2022 and each January 1 thereafter, the number of shares of Stock reserved and available for issuance under the Plan shall be cumulatively increased by a number of shares of Stock such that the maximum number of shares of Stock reserved and available for issuance under the Plan as of January 1 of each calendar year shall be equal to 10 percent of the fully diluted equity of the Company (the "Annual Increase"). Subject to such overall limitation, the maximum aggregate number of shares of Stock that may be issued in the form of Incentive Stock Options shall not exceed the Initial Limit cumulatively increased on January 1, 2022 and on each January 1 thereafter by the Annual Increase for such year;

provided, that in no event shall more than 80,000,000 shares of Stock be issued in the form of Incentive Stock Options, subject in all cases to adjustment as provided in this Section 3. For purposes of this limitation, the shares of Stock underlying any awards under the Plan and under the Company's Prior Plans that are forfeited, canceled or otherwise terminated (other than by exercise) shall be added back to the shares of Stock available for issuance under the Plan and, to the extent permitted under Section 422 of the Code and the regulations promulgated thereunder, the shares of Stock that may be issued as Incentive Stock Options. Notwithstanding the foregoing, the following shares shall not be added to the shares authorized for grant under the Plan: (i) shares tendered or held back upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding, and (ii) shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right upon exercise thereof. In the event the Company repurchases shares of Stock on the open market, such shares shall not be added to the shares of Stock available for issuance under the Plan. Subject to such overall limitations, shares of Stock may be issued up to such maximum number pursuant to any type or types of Award. The shares available for issuance under the Plan may be authorized but unissued shares of Stock or shares of Stock reacquired by the Company.

(b) Changes in Stock. Subject to Section 3(c) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding shares of Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities, or, if, as a result of any merger or consolidation, sale of all or substantially all of the assets of the Company, the outstanding shares of Stock are converted into or exchanged for securities of the Company or any successor entity (or a parent or subsidiary thereof), the Administrator shall make an appropriate or proportionate adjustment in (i) the maximum number of shares reserved for issuance under the Plan, including the maximum number of shares that may be issued in the form of Incentive Stock Options, (ii) the number and kind of shares or other securities subject to any then outstanding Awards under the Plan, (iii) the repurchase price, if any, per share subject to each outstanding Restricted Stock Award, and (iv) the exercise price for each share subject to any then outstanding Stock Options and Stock Appreciation Rights under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of shares subject to Stock Options and Stock Appreciation Rights) as to which such Stock Options and Stock Appreciation Rights remain exercisable. The Administrator shall also make equitable or proportionate adjustments in the number of shares subject to outstanding Awards and the exercise price and the terms of outstanding Awards to take into consideration cash dividends paid other than in the ordinary course or any other extraordinary corporate event. The adjustment by the Administrator shall be final, binding and conclusive. No fractional shares of Stock shall be issued under the Plan resulting from any such adjustment, but the Administrator in its discretion may make a cash payment in lieu of fractional shares.

(c) Mergers and Other Transactions. In the case of and subject to the consummation of a Sale Event, the parties thereto may cause the assumption or continuation of Awards theretofore granted by the successor entity, or the substitution of such Awards with new Awards of the successor entity or parent thereof, with appropriate adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties shall agree. To the extent the parties to such Sale Event do not provide for the assumption, continuation or substitution of Awards, upon the effective time of the Sale Event, the Plan and all outstanding Awards granted hereunder shall terminate. In such case, except as may be otherwise provided in the relevant Award Agreement, all Options and Stock Appreciation Rights with time-based vesting conditions or restrictions that are not vested and/or exercisable immediately prior to the effective time of the Sale Event shall become fully vested and exercisable as of the effective time of the Sale Event, all other Awards with time-based vesting, conditions or restrictions shall become fully vested and nonforfeitable as of the effective time of the Sale Event, and all Awards with conditions and restrictions relating to the attainment of performance goals may become vested and nonforfeitable in connection with a Sale Event in the Administrator's discretion or to the extent specified in the relevant Award Agreement. In the event of such termination, (i) the Company shall have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to the grantees holding Options and Stock Appreciation Rights, in exchange for the cancellation thereof, in an amount equal to the difference between (A) the Sale Price multiplied by the number of shares of Stock subject to outstanding Options and Stock Appreciation Rights (to the extent then exercisable at prices not in excess of the Sale Price) and (B) the aggregate exercise price of all such outstanding Options and Stock Appreciation Rights (*provided* that, in the case of an Option or Stock Appreciation Right with an exercise price equal to or greater than the Sale Price, such Option or Stock Appreciation Right shall be cancelled for no consideration); or (ii) each grantee shall be permitted, within a specified period of time prior to the consummation of the Sale Event as determined by the Administrator, to exercise all outstanding Options and Stock Appreciation Rights (to the extent then exercisable) held by such grantee. The Company shall also have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to the grantees holding other Awards in an amount equal to the Sale Price multiplied by the number of vested shares of Stock under such Awards.

(d) Maximum Awards to Non-Employee Directors. Notwithstanding anything to the contrary in this Plan, the value of all Awards awarded under this Plan at or following the Effective Date, when combined with all other cash compensation paid by the Company to any Non-Employee Director in any calendar year for services as a Non-Employee Director, shall not exceed $1,500,000. For the purpose of this limitation, the value of any Award shall be its grant date fair value, as determined in accordance with ASC 718 or successor provision but excluding the impact of estimated forfeitures related to service-based vesting provisions.

SECTION 4. ELIGIBILITY

Grantees under the Plan will be such full- or part-time employees, Non-Employee Directors or Consultants of the Company and its Affiliates as are selected from time to time by the Administrator in its sole discretion; *provided* that Awards may not be granted to employees, Directors or Consultants who are providing services only to any "parent" of the Company, as such term is defined in Rule 405 of the Act, unless (i) the stock underlying the Awards is treated as "service recipient stock" under Section 409A or (ii) the Company has determined that such Awards are exempt from or otherwise comply with Section 409A.

SECTION 5. STOCK OPTIONS

(a) Award of Stock Options. The Administrator may grant Stock Options under the Plan. Any Stock Option granted under the Plan shall be in such form as the Administrator may from time to time approve.

Stock Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a "subsidiary corporation" within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it shall be deemed a Non-Qualified Stock Option.

Stock Options granted pursuant to this Section 5 shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable.

(b) Exercise Price. The exercise price per share for the Stock covered by a Stock Option granted pursuant to this Section 5 shall be determined by the Administrator at the time of grant but shall not be less than 100 percent of the Fair Market Value on the date of grant. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the exercise price of such Incentive Stock Option shall be not less than 110 percent of the Fair Market Value on the grant date. Notwithstanding the foregoing, Stock Options may be granted with an exercise price per share that is less than 100 percent of the Fair Market Value on the date of grant (i) pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code, (ii) to individuals who are not subject to U.S. income tax on the date of grant or (iii) the Stock Option is otherwise compliant with Section 409A.

(c) Option Term. The term of each Stock Option shall be fixed by the Administrator, but no Stock Option shall be exercisable more than ten years after the date the Stock Option is granted. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the term of such Stock Option shall be no more than five years from the date of grant.

(d) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable at such time or times, whether or not in installments, as shall be determined by the Administrator at or before the grant date. The Award Agreement may permit a grantee to exercise all or a portion of a Stock Option immediately at grant; *provided* that the shares of Stock issued upon such exercise shall be subject to restrictions and a vesting schedule identical to the vesting schedule of the related Stock Option, such shares of Stock shall be deemed to be Restricted Shares for purposes of the Plan, and the grantee may be required to enter into an additional or new Award Agreement as a condition to exercise of such grant date. Subject to Section 2(b)(v), the Administrator may at any time accelerate the exercisability of all or any portion of any Stock Option. A grantee shall have the rights of a stockholder only as to shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options.

(e) Method of Exercise. Stock Options may be exercised in whole or in part, by giving written or electronic notice of exercise to the Company, specifying the number of shares to be purchased. Payment of the purchase price may be made by one or more of the following methods except to the extent otherwise provided in the Award Agreement:

(i) In cash, by certified or bank check or other instrument acceptable to the Administrator;

(ii) Through the delivery (or attestation to the ownership following such procedures as the Company may prescribe) of shares of Stock that are not then subject to restrictions under any Company plan. Such surrendered shares shall be valued at Fair Market Value on the exercise date;

(iii) By the grantee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; *provided* that in the event the grantee chooses to pay the purchase price as so provided, the grantee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Company shall prescribe as a condition of such payment procedure; and/or

(iv) With respect to Stock Options that are not Incentive Stock Options, by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price.

Payment instruments will be received subject to collection. The transfer to the grantee on the records of the Company or of the transfer agent of the shares of Stock to be purchased pursuant to the exercise of a Stock Option will be contingent upon receipt from the grantee (or a purchaser acting in his stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such shares and the fulfillment of any other requirements contained in the Award Agreement or applicable provisions of laws (including the satisfaction of any withholding taxes that the Company is obligated to withhold with respect to the grantee). In the event a grantee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the grantee upon the exercise of the Stock Option shall be net of the number of attested shares. In the event that the Company establishes, for itself or using the services of a third party, an automated system for the exercise of Stock Options, such as a system using an internet website or interactive voice response, then the paperless exercise of Stock Options may be permitted through the use of such an automated system.

(f) Annual Limit on Incentive Stock Options. To the extent required for "incentive stock option" treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the time of grant) of the shares of Stock with respect to which Incentive Stock Options granted under this Plan and any other plan of the Company or its parent and subsidiary corporations become exercisable for the first time by a grantee during any calendar year shall not exceed $100,000. To the extent that any Stock Option exceeds this limit, it shall constitute a Non-Qualified Stock Option.

SECTION 6. STOCK APPRECIATION RIGHTS

(a) Award of Stock Appreciation Rights. The Administrator may grant Stock Appreciation Rights under the Plan. A Stock Appreciation Right is an Award entitling the recipient to receive shares of Stock (or cash, to the extent explicitly provided for in the applicable Award Agreement) having a value equal to the excess of the Fair Market Value of a share of Stock on the date of exercise over the exercise price of the Stock Appreciation Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

(b) Exercise Price of Stock Appreciation Rights. The exercise price of a Stock Appreciation Right shall not be less than 100 percent of the Fair Market Value of the Stock on the date of grant.

(c) Grant and Exercise of Stock Appreciation Rights. Stock Appreciation Rights may be granted by the Administrator independently of any Stock Option granted pursuant to Section 5 of the Plan.

(d) Terms and Conditions of Stock Appreciation Rights. Stock Appreciation Rights shall be subject to such terms and conditions as shall be determined on the date of grant by the Administrator. The term of a Stock Appreciation Right may not exceed ten years. The terms and conditions of each such Award shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees.

SECTION 7. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. The Administrator may grant Restricted Stock Awards under the Plan. A Restricted Stock Award is any Award of Restricted Shares subject to such restrictions and conditions as the Administrator may determine at the time of grant. Conditions may be based on continuing employment (or other Service Relationship) and/or achievement of pre-established performance goals and objectives.

(b) Rights as a Stockholder. Upon the grant of the Restricted Stock Award and payment of any applicable purchase price, a grantee shall have the rights of a stockholder with respect to the voting of the Restricted Shares and receipt of dividends; *provided* that any dividends paid by the Company during the period in which the Restricted Stock Award is subject to vesting conditions shall accrue and shall not be paid to the grantee until and to the extent such vesting conditions lapse. Unless the Administrator shall otherwise determine, (i) uncertificated Restricted Shares shall be accompanied by a notation on the records of the Company or the transfer agent to the effect that they are subject to forfeiture until such Restricted Shares are vested as provided in Section 7(d) below, and (ii) certificated Restricted Shares shall remain in the possession of the Company until such Restricted Shares are vested as provided in Section 7(d) below, and the grantee shall be required, as a condition of the grant, to deliver to the Company such instruments of transfer as the Administrator may prescribe.

(c) Restrictions. Restricted Shares may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the applicable Award Agreement. Except as may otherwise be provided by the Administrator either in the Award Agreement or, subject to Section 16 below, in writing after the Award is issued, if a grantee's employment (or other Service Relationship) with the Company and its Subsidiaries terminates for any reason, any Restricted Shares that have not vested at the time of termination shall automatically and without any requirement of notice to such grantee from or other action by or on behalf of, the Company be deemed to have been reacquired by the Company at its original purchase price (if any) from such grantee or such grantee's legal representative simultaneously with such termination of employment (or other Service Relationship), and thereafter shall cease to represent any ownership of the Company by the grantee or rights of the grantee as a stockholder. Following such deemed reacquisition of Restricted Shares that are represented by physical certificates, a grantee shall surrender such certificates to the Company upon request without consideration.

(d) Vesting of Restricted Shares. The Administrator at the time of grant shall specify the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which the non-transferability of the Restricted Shares and the Company's right of repurchase or forfeiture shall lapse. Subsequent to such date or dates and/or the attainment of such pre-established performance goals, objectives and other conditions, the shares on which all restrictions have lapsed shall no longer be Restricted Shares and shall be deemed "vested."

SECTION 8. RESTRICTED STOCK UNITS

(a) Nature of Restricted Stock Units. The Administrator may grant Restricted Stock Units under the Plan. A Restricted Stock Unit is an Award of stock units that may be settled in shares of Stock (or cash, to the extent explicitly provided for in the Award Agreement) upon the satisfaction of such restrictions and conditions at the time of grant. Conditions may be based on continuing employment (or other Service Relationship) and/or achievement of pre-established performance goals and objectives. The terms and conditions of each such Award shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees. Except in the case of Restricted Stock Units with a deferred settlement date that complies with Section 409A, at the end of the vesting period, the Restricted Stock Units, to the extent vested, shall be settled in the form of shares of Stock. Restricted Stock Units with deferred settlement dates are subject to Section 409A and shall contain such additional terms and conditions as the Administrator shall determine in its sole discretion in order to comply with the requirements of Section 409A.

(b) Election to Receive Restricted Stock Units in Lieu of Compensation. The Administrator may, in its sole discretion, permit a grantee to elect to receive a portion of future cash compensation otherwise due to such grantee in the form of an award of Restricted Stock Units. Any such election shall be made in writing and shall be delivered to the Company no later than the date specified by the Administrator and in accordance with Section 409A and such other rules and procedures established by the Administrator. Any such future cash compensation that the grantee elects to defer shall be converted to a fixed number of Restricted Stock Units based on the Fair Market Value of Stock on the date the compensation would otherwise have been paid to the grantee if such payment had not been deferred as provided herein. The Administrator shall have the sole right to determine whether and under what circumstances to permit such elections and to impose such limitations and other terms and conditions thereon as the Administrator deems appropriate. Any Restricted Stock Units that are elected to be received in lieu of cash compensation shall be fully vested, unless otherwise provided in the Award Agreement.

(c) Rights as a Stockholder. A grantee shall have the rights as a stockholder only as to shares of Stock acquired by the grantee upon settlement of Restricted Stock Units; *provided*, *however*, that the grantee may be credited with Dividend Equivalent Rights with respect to the stock units underlying his Restricted Stock Units, subject to the provisions of Section 11 and such terms and conditions as the Administrator may determine.

(d) Termination. Except as may otherwise be provided by the Administrator either in the Award Agreement or, subject to Section 16 below, in writing after the Award is issued, a grantee's right in all Restricted Stock Units that have not vested shall automatically terminate upon the grantee's termination of employment (or cessation of Service Relationship) with the Company and its Subsidiaries for any reason.

SECTION 9. UNRESTRICTED STOCK AWARDS

Grant or Sale of Unrestricted Stock. The Administrator may grant (or sell at par value or such higher purchase price determined by the Administrator) an Unrestricted Stock Award under the Plan. An Unrestricted Stock Award is an Award pursuant to which the grantee may receive shares of Stock free of any restrictions under the Plan. Unrestricted Stock Awards may be granted in respect of past services or other valid consideration, or in lieu of cash compensation due to such grantee.

SECTION 10. CASH-BASED AWARDS

Grant of Cash-Based Awards. The Administrator may grant Cash-Based Awards under the Plan. A Cash-Based Award is an Award that entitles the grantee to a payment in cash upon the attainment of specified performance goals. The Administrator shall determine the maximum duration of the Cash-Based Award, the amount of cash to which the Cash-Based Award pertains, the conditions upon which the Cash-Based Award shall become vested or payable, and such other provisions as the Administrator shall determine. Each Cash-Based Award shall specify a cash-denominated payment amount, formula or payment ranges as determined by the Administrator. Payment, if any, with respect to a Cash-Based Award shall be made in accordance with the terms of the Award and may be made in cash.

SECTION 11. DIVIDEND EQUIVALENT RIGHTS

(a) Dividend Equivalent Rights. The Administrator may grant Dividend Equivalent Rights under the Plan. A Dividend Equivalent Right is an Award entitling the grantee to receive credits based on cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other Award to which it relates) if such shares had been issued to the grantee. A Dividend Equivalent Right may be granted hereunder to any grantee as a component of an award of Restricted Stock Units or as a freestanding award. The terms and conditions of Dividend Equivalent Rights shall be specified in the Award Agreement. Dividend equivalents credited to the holder of a Dividend Equivalent Right may be paid currently or may

be deemed to be reinvested in additional shares of Stock, which may thereafter accrue additional equivalents. Any such reinvestment shall be at Fair Market Value on the date of reinvestment or such other price as may then apply under a dividend reinvestment plan sponsored by the Company, if any. Dividend Equivalent Rights may be settled in cash or shares of Stock or a combination thereof, in a single installment or installments. A Dividend Equivalent Right granted as a component of an Award of Restricted Stock Units shall provide that such Dividend Equivalent Right shall be settled only upon settlement or payment of, or lapse of restrictions on, such other Award, and that such Dividend Equivalent Right shall expire or be forfeited or annulled under the same conditions as such other Award.

(b) Termination. Except as may otherwise be provided by the Administrator either in the Award Agreement or, subject to Section 16 below, in writing after the Award is issued, a grantee's rights in all Dividend Equivalent Rights shall automatically terminate upon the grantee's termination of employment (or cessation of Service Relationship) with the Company and its Subsidiaries for any reason.

SECTION 12. TRANSFERABILITY OF AWARDS

(a) Transferability. Except as provided in Section 12(b) below, during a grantee's lifetime, his or her Awards shall be exercisable only by the grantee, or by the grantee's legal representative or guardian in the event of the grantee's incapacity. No Awards shall be sold, assigned, transferred or otherwise encumbered or disposed of by a grantee other than by will or by the laws of descent and distribution or pursuant to a domestic relations order. No Awards shall be subject, in whole or in part, to attachment, execution, or levy of any kind, and any purported transfer in violation hereof shall be null and void.

(b) Administrator Action. Notwithstanding Section 12(a), the Administrator, in its discretion, may provide either in the Award Agreement regarding a given Award or by subsequent written approval that the grantee (who is an employee or Non-Employee Director) may transfer his or her Non-Qualified Stock Options to his or her immediate family members, to trusts for the benefit of such family members, or to partnerships in which such family members are the only partners, *provided* that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Award. In no event may an Award be transferred by a grantee for value.

(c) Family Member. For purposes of Section 12(b), "family member" shall mean a grantee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the grantee's household (other than a tenant of the grantee), a trust in which these persons (or the grantee) have more than 50 percent of the beneficial interest, a foundation in which these persons (or the grantee) control the management of assets, and any other entity in which these persons (or the grantee) own more than 50 percent of the voting interests.

(d) Designation of Beneficiary. To the extent permitted by the Company, each grantee to whom an Award has been made under the Plan may designate a beneficiary or beneficiaries to exercise any Award or receive any payment under any Award payable on or after the grantee's death. Any such designation shall be on a form provided for that purpose by the Administrator and shall not be effective until received by the Administrator. If no beneficiary has been designated by a deceased grantee, or if the designated beneficiaries have predeceased the grantee, the beneficiary shall be the grantee's estate.

SECTION 13. TAX WITHHOLDING

(a) Payment by Grantee. Each grantee shall, no later than the date as of which the value of an Award or of any Stock or other amounts received thereunder first becomes includable in the gross income of the grantee for Federal income tax purposes or of any overseas equivalent, pay to the Company (or to an Affiliate as the Company may direct), or make arrangements satisfactory to the Administrator regarding payment of, any Federal, state, local or overseas taxes or social security contributions of any kind required by law to be withheld by the Company or an Affiliate with respect to such income. The Company and its Affiliates shall, to the extent permitted by law, have the right to deduct any such taxes or social security contributions from any payment of any kind otherwise due to the grantee. The Company's obligation to deliver evidence of book entry (or stock certificates) to any grantee is subject to and conditioned on tax withholding obligations being satisfied by the grantee.

(b) Payment in Stock. The Administrator may require the Company's tax withholding obligation or the tax withholding obligation of an Affiliate to be satisfied, in whole or in part, by the Company withholding from shares of Stock to be issued pursuant to any Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due; *provided*, *however*, that the amount withheld does not exceed the maximum statutory tax rate or such lesser amount as is necessary to avoid liability accounting treatment. For purposes of share withholding, the Fair Market Value of withheld shares shall be determined in the same manner as the value of Stock includible in income of the grantees. The Administrator may also require the Company's tax withholding obligation or the tax withholding obligation of an Affiliate to be satisfied, in whole or in part, by an arrangement whereby a certain number of shares of Stock issued pursuant to any Award are immediately sold and proceeds from such sale are remitted to the Company in an amount that would satisfy the withholding amount due.

SECTION 14. SECTION 409A AWARDS

Awards are intended to be exempt from Section 409A to the greatest extent possible and to otherwise comply with Section 409A. The Plan and all Awards shall be interpreted in accordance with such intent. To the extent that any Award is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A (a "409A Award"), the Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order to comply with Section 409A. In this regard, if any amount under a 409A Award is payable upon a "separation from service" (within the meaning of Section 409A) to a grantee who is then considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the grantee's separation from service, or (ii) the grantee's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. Further, the settlement of any 409A Award may not be accelerated except to the extent permitted by Section 409A.

SECTION 15. TERMINATION OF SERVICE RELATIONSHIP, TRANSFER, LEAVE OF ABSENCE, ETC.

(a) Termination of Service Relationship. If the grantee's Service Relationship is with an Affiliate and such Affiliate ceases to be an Affiliate, the grantee shall be deemed to have terminated his or her Service Relationship for purposes of the Plan.

(b) For purposes of the Plan, the following events shall not be deemed a termination of a Service Relationship:

(i) a transfer to the employment of the Company from an Affiliate or from the Company to an Affiliate, or from one Affiliate to another; or

(ii) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the employee's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise so provides in writing.

SECTION 16. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Administrator may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall materially and adversely affect rights under any outstanding Award without the holder's consent. Except as provided in Section 3(b) or 3(c), without prior stockholder approval, in no event may the Administrator exercise its discretion to reduce the exercise price of outstanding Stock Options or Stock Appreciation Rights or effect repricing through cancellation and re-grants or cancellation of Stock Options or Stock Appreciation Rights in exchange for cash or other Awards. To the extent required under the rules of any securities exchange or market system on which the Stock is listed, to the extent determined by the Administrator to be required by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code, Plan amendments shall be subject to approval by Company stockholders. Nothing in this Section 16 shall limit the Administrator's authority to take any action permitted pursuant to Section 3(b) or 3(c).

SECTION 17. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Administrator shall otherwise expressly determine in connection with any Award or Awards. In its sole discretion, the Administrator may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Stock or make payments with respect to Awards hereunder, *provided* that the existence of such trusts or other arrangements is consistent with the foregoing sentence.

SECTION 18. GENERAL PROVISIONS

(a) No Distribution. The Administrator may require each person acquiring Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof.

(b) Issuance of Stock. To the extent certificated, stock certificates to grantees under this Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the grantee, at the grantee's last known address on file with the Company. Uncertificated Stock shall be deemed delivered for all purposes when the Company or a Stock transfer agent of the Company shall have given to the grantee by electronic mail (with proof of receipt) or by United States mail, addressed to the grantee, at the grantee's last known address on file with the Company, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records). Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any evidence of book entry or certificates evidencing shares of Stock pursuant to the exercise or settlement of any Award, unless and until the Administrator has determined, with advice of counsel (to the extent the Administrator deems such advice necessary or advisable), that the issuance and delivery is in compliance with all applicable laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the shares of Stock are listed, quoted or traded. Any Stock issued pursuant to the Plan shall be subject to any stop-transfer orders and other restrictions as the Administrator deems necessary or advisable to comply with federal, state or foreign jurisdiction, securities or other laws, rules and quotation system on which the Stock is listed, quoted or traded. The Administrator may place legends on any Stock certificate or notations on any book entry to reference restrictions applicable to the Stock. In addition to the terms and conditions provided herein, the Administrator may require that an individual make such reasonable covenants, agreements, and representations as the Administrator, in its discretion, deems necessary or advisable in order to comply with any such laws, regulations, or requirements. The Administrator shall have the right to require any individual to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Administrator.

(c) Stockholder Rights. Until Stock is deemed delivered in accordance with Section 18(b), no right to vote or receive dividends or any other rights of a stockholder will exist with respect to shares of Stock to be issued in connection with an Award, notwithstanding the exercise of a Stock Option or any other action by the grantee with respect to an Award.

(d) Other Compensation Arrangements; No Employment Rights. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards do not confer upon any employee any right to continued employment with the Company or any Subsidiary.

(e) Trading Policy Restrictions. Option exercises and other Awards under the Plan shall be subject to the Company's insider trading policies and procedures, as in effect from time to time.

(f) Clawback Policy. Awards under the Plan shall be subject to the Company's clawback policy, as in effect from time to time.

SECTION 19. EFFECTIVE DATE OF PLAN

This Plan shall become effective upon the "Closing Date" (as defined in the Merger Agreement), subject to this Plan having been approved by the Company's shareholders in accordance with applicable law, the Company's bylaws and articles of incorporation, and applicable stock exchange rules. No grants of Stock Options and other Awards may be made hereunder after the tenth anniversary of the date upon which the Company's shareholders approve this Plan in accordance with the foregoing sentence, and no grants of Incentive Stock Options may be made hereunder after the tenth anniversary of the date upon which this Plan is approved by the Board.

SECTION 20. GOVERNING LAW

This Plan and all Awards and actions taken thereunder shall be governed by, and construed in accordance with, the laws of England and Wales.

DATE APPROVED BY BOARD OF DIRECTORS: September 25, 2021

DATE APPROVED BY STOCKHOLDERS: September 28, 2021

LUMIRADX LIMITED

2021 STOCK OPTION AND INCENTIVE PLAN

UNITED KINGDOM SUBPLAN

This United Kingdom Subplan is established pursuant to Section 2(f) of the LumiraDx Limited 2021 Stock Option and Incentive Plan (this "Plan") and applies to Awards granted to grantees resident in the United Kingdom and such other grantees as the Administrator may determine. Capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

Awards granted under this United Kingdom Subplan, shall be granted under the Plan, modified as follows:

1. The definition of "Consultant" is replaced with the wording set out below:

"Consultant" means a consultant or adviser who provides *bona fide* services to the Company or an Affiliate as an independent contractor

2. Section 4 relating to ELIGIBILITY shall be deleted and replaced with:

Grantees under the Plan will be such full- or part-time employees, Non-Employee Directors or Consultants of the Company and its Affiliates as are selected from time to time by the Administrator in its sole discretion.

3. Section 18(d) relating to GENERAL PROVISIONS shall be deleted and replaced with:

(d) Other Compensation Arrangements; No Employment Rights. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards:

(i) do not confer upon any employee or consultant any right to continued employment, office or Service Relationship with the Company or any Subsidiary;

(ii) do not form part of a grantee's entitlement to remuneration or benefits pursuant to his or her contract of employment or consultancy agreement or the terms on which he or she holds office (as applicable) with the Company or an Affiliate and benefits under this Plan shall not be pensionable;

(iii) shall not affect the rights and obligations of a grantee under the terms of his or her contract of employment or consultancy agreement or the terms on which he holds office (as applicable) with the Company or an Affiliate;

(iv) shall not give any grantee or other individual any right, entitlement or expectation that he or she will or will in the future participate in the Plan by being granted an Award on any occasion;

(v) shall not give any grantee any rights or additional rights to compensation or damages in consequence of either:

(A) the grantee giving or receiving notice of termination of his or her Service Relationship; or

(B) the loss or termination of his Service Relationship with the Company or an Affiliate for any reason whatsoever whether or not the termination (and/or giving of notice) is ultimately held to be wrongful or unfair; and

(vi) shall not entitle a grantee to any compensation or damages for any loss or potential losses which he may suffer by reason of being unable to acquire or retain Stock or any interest in Stock, pursuant to an Award in consequence of:

(A) the grantee giving or receiving notice of termination of his or her Service Relationship (whether or not the termination (and/or giving of notice) is ultimately held to be wrongful or unfair);

(B) the loss or termination of his or her Service Relationship with the Company or any Affiliate for any reason whatsoever (whether or not the termination is ultimately held to be wrongful or unfair);

(C) the exercise by the Administrator of, or failure by the Administrator to exercise, any discretion in accordance with the terms of this Plan; or

(D) any other reason.

The existence of a Service Relationship between any individual and the Company or any Affiliate does not give that individual, whether or not such individual is a grantee, any entitlement or right to have an Award granted to him at any time in respect of any number of Stock or cash amount, nor any expectation that an Award might be granted to him, whether subject to conditions or at all.

4. After Section 20 the following new Section 21 shall be added:

Section 21 EXCLUSION OF THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Plan nor to any Award granted under it and no person other than the parties to an Award shall have any rights under it nor shall it be enforceable under that Act by any person other than the parties to it, other than as stated in Section 13 with regard to the rights of an Affiliate regarding tax withholding, and with regard to any other Affiliate's rights. Notwithstanding the rights stated in Section 13 or any Affiliate's rights, under no circumstances shall any consent be required from such persons for the termination, rescission, amendment or variation of this Plan, whether or not such termination, rescission, amendment or variation affects or extinguishes any such benefit or right.

LUMIRADX LIMITED
2021 EMPLOYEE STOCK PURCHASE PLAN

1. Purpose. The purpose of the Plan is to provide employees of the Company and its Designated Subsidiaries with an opportunity to acquire a proprietary interest in the Company through the purchase of shares of Stock. The Company intends for the Plan to qualify as an "employee stock purchase plan" under Section 423 of the Code. The provisions of the Plan, accordingly, will be construed so as to extend and limit Plan participation in a uniform and nondiscriminatory basis consistent with the requirements of Section 423 of the Code.

2. Definitions.

(a) "Administrator" means either (x) the Board, (y) the compensation committee of the Board or (z) a similar committee designated by the Board and performing the functions of the compensation committee.

(b) "Affiliate" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 of the Act. The Board will have the authority to determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

(c) "Beneficial Ownership" has the meaning set forth in Rule 13d-3 promulgated under Section 13 of the Exchange Act.

(d) "Board" means the Board of Directors of the Company.

(e) "Code" means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

(f) "Company" means LumiraDx Limited, incorporated in the Cayman Islands, or any successor thereto.

(g) "Compensation" includes an Eligible Employee's base straight-time gross earnings, excluding commissions, bonuses and other incentive compensation. Notwithstanding the foregoing, the Administrator, may from time to time, in its discretion (on a uniform and nondiscriminatory basis), modify the definition of Compensation prior to any Enrollment Date, effective for Offering Periods commencing on or after such Enrollment Date.

(h) "Contributions" means the payroll deductions that the Company may permit to be made by a Participant to fund the exercise of options granted pursuant to the Plan.

(i) "Designated Subsidiary" means each Subsidiary of the Company, unless otherwise provided by the Administrator from time to time in its sole discretion.

(j) "Effective Date" means the date on which this Plan is adopted by the Board, subject to approval by stockholders in accordance with Section 25.

(k) "Eligible Employee" means any individual who is a common law employee providing services to the Company or a Designated Subsidiary. Notwithstanding the foregoing or anything elsewhere in this Plan to the contrary, the Administrator may from time to time, in its discretion (on a uniform and nondiscriminatory basis and as otherwise permitted by Treasury Regulation Section 1.423-2), determine prior to an Enrollment Date for any Offering that any one or more of the following categories of individuals will or will not be Eligible Employees for the purposes of such Offering or any future Offerings: common law employees of the Company or the Designated Subsidiaries providing services to the Company or the Designated Subsidiary who (i) have not completed a specified period of service since his or her last hire date, (ii) customarily work not more than a specified number of hours per week, (iii) customarily work not more than five (5) months per calendar year (or such lesser period of time as may be determined by the Administrator in its discretion), (iv) are highly compensated employees within the meaning of Section 414(q) of the Code, or (v) are highly compensated employees within the meaning of Section 414(q) of the Code with compensation above a certain level or who are officers of the Company or a Designated Subsidiary, or who are subject to the disclosure requirements of Section 16(a) of the Exchange Act, provided, in each case, that the exclusion is applied with respect to each given Offering in an identical manner to all highly compensated individuals of the Employer whose Eligible Employees are participating in that Offering. Each exclusion will be applied with respect to an Offering in a manner complying with U.S. Treasury Regulation Section 1.423-2(e)(2)(ii). For purposes of the Plan, the employment relationship will be treated as continuing intact while the individual is on sick leave or other leave of absence that the Employer approves or is legally protected under applicable law. Where the period of leave exceeds three (3) months and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship will be deemed to have terminated on the date that is three (3) months and one (1) day following the commencement of such leave.

(l) "Employer" means, with respect to an Eligible Employee, such Eligible Employee's legal employer.

(m) "Enrollment Date" means the first Trading Day of an Offering Period.

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

(o) "Exercise Date" means the date on which each outstanding option granted under the Plan will be exercised. The Plan's Exercise Dates will be March 31, June 30, September 30, and December 31, or if such date is not a Trading Day, the immediately preceding Trading Day; *provided*, *however*, that the Administrator may from time to time, in its discretion, change the Exercise Date(s) on a uniform and nondiscriminatory basis from time to time prior to an Enrollment Date for all options to be granted on or after such Enrollment Date. For purposes of clarification, the Administrator may establish multiple Exercise Dates during an Offering Period.

(p) "Fair Market Value" of the Stock on any given date means the fair market value of the Stock determined in good faith by the Administrator in accordance with Section 409A; *provided*, *however*, that if the Stock is listed on the National Association of Securities Dealers Automated Quotation System ("NASDAQ"), NASDAQ Global Market, The New York Stock Exchange or another national securities exchange or traded on any established market, the determination shall be made by reference to market quotations. If there are no market quotations for such date, the determination shall be made by reference to the last date preceding such date for which there are market quotations.

(q) "New Exercise Date" means a new Exercise Date if the Administrator shortens any Offering Period then in progress.

(r) "Offering" means an offer under the Plan of an option that may be exercised during an Offering Period as further described in Section 4. For purposes of the Plan, the Administrator may designate separate Offerings under the Plan (the terms of which need not be identical) in which Eligible Employees will participate, even if the dates of the applicable Offering Periods of each such Offering are identical, in which case the provisions of the Plan will separately apply to each Offering. To the extent permitted by U.S. Treasury Regulation Section 1.423-2(a)(1), the terms of each Offering need not be identical, provided that the terms of the Plan and an Offering together satisfy U.S. Treasury Regulation Section 1.423-2(a)(2) and (a)(3).

(s) "Offering Period" means the three (3) month periods from January 1 to the next March 31, from April 1 to the next June 30, from July 1 to the next September 30, and from October 1 to the next December 31, with there being at minimum of four (4) Offering Periods per complete calendar year under the terms of this Plan. Notwithstanding the foregoing, the Administrator may from time to time, in its discretion, modify the duration and timing of Offering Periods pursuant to Sections 4 and 20.

(t) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(u) "Participant" means an Eligible Employee who participates in the Plan.

(v) "Person" has the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of Stock of the Company.

(w) "Plan" means this LumiraDx Limited 2021 Employee Stock Purchase Plan.

(x) "Purchase Price" means 85% of the lesser of (A) the Fair Market Value of a share of Stock on the Enrollment Date and (B) the Fair Market Value of a share of Stock on the Exercise Date, or such other amount as may be required under Section 423 of the Code. Notwithstanding the foregoing, the Administrator may from time to time, in its discretion, modify the definition of Purchase Price on a uniform and nondiscriminatory basis prior to an Enrollment Date for all options to be granted on or after such Enrollment Date, provided that the Purchase Price shall not be less than 85% of the lesser of (i) the Fair Market Value of a share of Stock on the Enrollment Date and (ii) the Fair Market Value of a share of Stock on the Exercise Date, or such other amount as may be required under Section 423 of the Code.

(y) "Sale Event" shall mean (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (ii) a merger, reorganization or consolidation pursuant to which the holders of the Company's outstanding voting power and outstanding stock immediately prior to such transaction do not own a majority of the outstanding voting power and outstanding stock or other equity interests of the resulting or successor entity (or its ultimate parent, if applicable) immediately upon completion of such transaction, (iii) the sale of all of the Stock of the Company to an unrelated person, entity or group thereof acting in concert, or (iv) any other transaction in which the owners of the Company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the Company or any successor entity immediately upon completion of the transaction other than as a result of the acquisition of securities directly from the Company.

(z) "Section 409A" means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

(aa) "Stock" means the Common Stock, par value $0.0000028 per share, of the Company, subject to adjustments pursuant to Section 19(a).

(bb) "Subsidiary" means any corporation or other entity (other than the Company) in which the Company has at least a 50 percent interest, either directly or indirectly.

(cc) "Trading Day" means a day on which the national stock exchange upon which the Stock is listed is open for trading.

(dd) "U.S. Treasury Regulations" means the Treasury regulations under the Code. Reference to a specific Treasury Regulation will include such Treasury Regulation, the section of the Code under which such regulation was promulgated, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such Section or regulation.

3. Eligibility.

(a) Offering Periods. Any Eligible Employee on a given Enrollment Date will be eligible to participate in the Plan, subject to the requirements of Section 5.

(b) Non-U.S. Employees. Eligible Employees who are citizens or residents of a non-U.S. jurisdiction (without regard to whether they also are citizens or residents of the United States or resident aliens (within the meaning of Section 7701(b)(1) (A) of the Code)) may be excluded from participation in the Plan or an Offering if the participation of such Eligible Employees is prohibited under the laws of the applicable jurisdiction or if complying with the laws of the applicable jurisdiction would cause the Plan or an Offering to violate Section 423 of the Code.

(c) Limitations. Any provisions of the Plan to the contrary notwithstanding, no Eligible Employee will be granted an option under the Plan (i) to the extent that, immediately after the grant, such Eligible Employee (or any other person whose stock would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company or any Parent or Subsidiary of the Company and/or hold outstanding options to purchase

such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of the Company or of any Parent or Subsidiary of the Company, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans (as defined in Section 423 of the Code) of the Company or any Parent or Subsidiary of the Company accrues at a rate, which exceeds twenty-five thousand dollars ($25,000) worth of stock (determined at the Fair Market Value of the stock at the time such option is granted) for each calendar year in which such option is outstanding at any time, as determined in accordance with Section 423 of the Code and the regulations thereunder.

4. Offering Periods. Each Offering Period will expire on the completion of the purchase of shares of Stock on the last Exercise Date in that Offering Period. Notwithstanding the foregoing, the Administrator may from time to time, in its discretion, change the duration and timing of Offering Periods, provided that the last Exercise Date of each Offering Period must occur no later than twenty-seven (27) months after the applicable Enrollment Date on which the option to purchase shares of Stock was granted. Such change in the Offering Period must be made on a uniform and nondiscriminatory basis and must be made prior to the Enrollment Date for the modified Offering Period.

5. Participation. An Eligible Employee may participate in the Plan by (i) submitting to the Company a properly completed subscription agreement authorizing Contributions in the form provided by the Administrator for such purpose (which may be an on-line electronic agreement) or (ii) following an electronic or other enrollment procedure determined by the Administrator, in either case on or before a date determined by the Administrator prior to an applicable Enrollment Date.

6. Contributions.

(a) At the time a Participant enrolls in the Plan pursuant to Section 5, he or she will elect to have Contributions made on each pay day during the Offering Period. A Participant's Contributions during a single Offering Period may not exceed 15% of his or her Compensation during such Offering Period, subject to the limitations set forth in Section 3(c). The foregoing limitations on Contributions may be modified by the Administrator from time to time, in its discretion and on a uniform and nondiscriminatory basis, for all options to be granted on any Enrollment Date. A Participant's subscription agreement will remain in effect for successive Offering Periods unless terminated as provided in Section 10.

(b) Contributions will commence on the first pay day following the Enrollment Date and will end on the last pay day on or prior to the last Exercise Date of such Offering Period to which such authorization is applicable, unless sooner terminated by the Participant as provided in Section 10.

(c) All Contributions made for a Participant will be credited to his or her account under the Plan and Contributions will be made in whole percentages of his or her Compensation only.

(d) A Participant who has enrolled in an Offering Period may elect to prospectively reduce the percentage of Compensation to contribute to the Plan; provided that the Participant may not make more than one such change election during each Offering Period. An election to reduce Contributions is effective for payroll periods commencing five (5) business days or more after the election is made. A Participant may not elect to increase his or her rate of Contributions during an Offering Period. Notwithstanding the foregoing, the Administrator may, in its discretion and on a uniform and nondiscriminatory basis, change the rule regarding elections to increase or decrease the rate of Contributions, provided that the change for an Offering Period is made and communicated to Eligible Employees before the beginning of that Offering Period.

(e) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3(c), a Participant's Contributions may be decreased to zero percent (0%) at any time during an Offering Period. Subject to Section 3(c) and Section 423(b)(8) of the Code, Contributions will recommence at the rate originally elected by the Participant effective as of the beginning of the first Offering Period scheduled to end in the following calendar year, unless terminated by the Participant as provided in Section 10.

(f) At the time the option is exercised, in whole or in part, or at the time some or all of the Stock issued under the Plan is disposed of (or any other time that a taxable event related to the Plan occurs), the Participant must make adequate provision for the Company's or Employer's federal, state, local or any other tax liability payable to any authority including taxes imposed by jurisdictions outside of the U.S., national insurance, social security or other tax withholding obligations, if any, which arise upon the exercise of the option or the disposition of the Stock (or any other time that a taxable event related to the Plan occurs). At any time, the Company or the Employer may, but will not be obligated to, withhold from the Participant's compensation the amount necessary for the Company or the Employer to meet applicable withholding obligations, including any withholding required to make available to the Company or the Employer any tax deductions or benefits attributable to sale or early disposition of Stock by the Eligible Employee. In addition, the Company or the Employer may, but will not be obligated to, withhold from the proceeds of the sale of Stock or any other method of withholding the Company or the Employer deems appropriate to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f).

7. Grant of Option. On the Enrollment Date of each Offering Period, each Eligible Employee participating in such Offering Period will be granted an option to purchase on each Exercise Date during such Offering Period (at the applicable Purchase Price) up to a number of shares of Stock determined by dividing such Eligible Employee's Contributions accumulated prior to such Exercise Date and retained in the Eligible Employee's account as of the Exercise Date by the applicable Purchase Price, subject to the limitations set forth in Sections 3(c), 8, and 13. The Eligible Employee may accept the grant of such option by electing to participate in the Plan in accordance with the requirements of Section 5. The Administrator may, for future Offering Periods, increase or decrease, in its absolute discretion, the maximum number of shares of Stock that an Eligible Employee may purchase during each Offering Period. Exercise of the option will occur as provided in Section 8, unless the Participant has withdrawn pursuant to Section 10. The option will expire on the last day of the Offering Period.

8. Exercise of Option.

(a) A Participant's option for the purchase of shares of Stock will be exercised automatically on each Exercise Date, and the maximum number of full shares of Stock subject to the option will be purchased for such Participant at the applicable Purchase Price with the accumulated Contributions from his or her account, provided that in no event will any one Participant be entitled to purchase more than 3,500 shares per Offering Period. No fractional shares of Stock will be purchased. Any Contributions accumulated in a Participant's account that are not sufficient to purchase a full share of Stock will be retained in the Participant's account for the subsequent Offering Period, subject to earlier withdrawal by the Participant as provided in Section 10. During a Participant's lifetime, a Participant's option to purchase shares of Stock hereunder is exercisable only by him or her.

(b) If the Administrator determines that, on a given Exercise Date, the number of shares of Stock with respect to which options are to be exercised may exceed (i) the number of shares of Stock that were available for sale under the Plan and all of its sub-plans then in existence on the Enrollment Date of the applicable Offering Period, or (ii) the number of shares of Stock available for sale under the Plan and all of its sub-plans then in existence on such Exercise Date, the Administrator may in its sole discretion, (x) provide that the Company will make a pro rata allocation of the shares of Stock available for purchase on such Enrollment Date or Exercise Date, as applicable, in as uniform a manner as will be practicable and as it will determine in its sole discretion to be equitable among all Participants exercising options to purchase Stock on such Exercise Date, and continue all Offering Periods then in effect, or (y) provide that the Company will make a pro rata allocation of the shares of Stock available for purchase on such Enrollment Date or Exercise Date, as applicable, in as uniform a manner as will be practicable and as it will determine in its sole discretion to be equitable among all participants exercising options to purchase Stock on such Exercise Date, and terminate any or all Offering Periods then in effect pursuant to Section 20. The Company may make a pro rata allocation of the shares of Stock available on the Enrollment Date of any applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional shares of Stock for issuance under the Plan and all of its sub-plans then in existence by the Company's stockholders subsequent to such Enrollment Date.

9. Delivery.

(a) As soon as reasonably practicable after each Exercise Date on which a purchase of shares of Stock occurs, the Company will arrange the delivery to each Participant of the shares of Stock purchased upon exercise of his or her option in a form determined by the Administrator (in its sole discretion) and pursuant to rules established by the Administrator. The Company may permit or require that Stock be deposited directly with a broker designated by the Company or to a designated agent of the Company, and the Company may utilize electronic or automated methods of Stock transfer. The Company may require that Stock be retained with such broker or agent for a designated period of time and/or may establish other procedures to permit tracking of disqualifying dispositions of such Stock.

(b) No Participant will have any voting, dividend, or other stockholder rights with respect to shares of Stock subject to any Stock underlying options granted under the Plan until such shares of Stock have been purchased and delivered to the Participant as provided in this Section 9. Upon receipt of any Stock issued under this Plan, a Participant is free to hold or dispose of such Stock, subject to applicable law and any internal Company policy then in effect and applicable to the Participant, such as the Company's insider trading policy. Each Participant shall

give the Company prompt notice of any disposition of any shares of Stock, acquired pursuant to the exercise of an option, if such disposition is made (i) within two (2) years after the applicable Enrollment Date or (ii) within one (1) year after the transfer of such shares of Stock to such Participant upon exercise of such option. The Company may direct that any certificates evidencing shares acquired pursuant to the Plan refer to such requirement.

10. Withdrawal.

(a) A Participant's subscription agreement will remain in effect for successive Offering Periods until the Participant withdraws from a succeeding Offering Period prior to the Enrollment Date for that Offering Period by (i) submitting to the Company a written notice of withdrawal in the form determined by the Administrator for such purpose, or (ii) following an electronic or other withdrawal procedure determined by the Administrator. If a Participant withdraws from an Offering Period, Contributions will not be made for that Offering Period and for succeeding Offering Periods, until the Participant re-enrolls in the Plan in accordance with the provisions of Section 5. A Participant's withdrawal from an Offering Period will not have any effect on his or her eligibility to participate in any similar plan that may hereafter be adopted by the Company or in succeeding Offering Periods that commence after the termination of the Offering Period from which the Participant withdraws.

(b) A Participant enrolled in an Offering Period may withdraw all but not less than all the Contributions credited to his or her account for that Offering Period and not yet used to exercise his or her option under the Plan, subject to any limitations imposed by the Administrator and/or by Company policies. Such withdrawal must be made at least fifteen (15) business days before an Exercise Date in order for the withdrawal to be effective before the purchase on that Exercise Date. A Participant may make a withdrawal by (i) submitting to the Company a written notice of withdrawal in the form determined by the Administrator for such purpose, or (ii) following an electronic or other withdrawal procedure determined by the Administrator. All of the Participant's Contributions credited to his or her account will be paid to such Participant, without interest, promptly after receipt of notice of withdrawal and such Participant's option for the Offering Period will be automatically terminated, and no further Contributions for the purchase of Stock will be made for such Offering Period. If a Participant withdraws from an Offering Period, Contributions will not resume at the beginning of the succeeding Offering Period, unless the Participant re-enrolls in the Plan in accordance with the provisions of Section 5.

11. Termination of Employment. Upon a Participant's ceasing to be an Eligible Employee for any reason, he or she will be deemed to have elected to withdraw from the Plan pursuant to Section 10, and the Contributions credited to such Participant's account during the Offering Period but not yet used to purchase shares of Stock under the Plan will be returned, without interest, to such Participant or, in the case of his or her death, to the person or persons entitled thereto under Section 15, and such Participant's option will be automatically terminated. Unless otherwise provided by the Administrator, a Participant whose employment transfers between entities through a termination with an immediate rehire (with no break in service) by the Company or a Designated Subsidiary will not be treated as terminated under the Plan.

12. Interest. No interest will accrue on the Contributions of a Participant in the Plan, except as may be required by applicable law, as determined by the Company, and if so required by the laws of a particular jurisdiction, will apply to all Participants in the relevant Offering, except to the extent otherwise permitted by U.S. Treasury Regulation Section 1.423-2(f).

13. Stock.

(a) Subject to adjustment upon changes in capitalization of the Company as provided in Section 19, the maximum number of shares of Stock that will be made available for sale under the Plan and all of its sub-plans then in existence on the Effective Date, collectively, will be 15,265,380 shares of Stock, plus on January 1, 2022, and each January 1 thereafter, the number of shares of Stock available for sale under the Plan and all of its sub-plans then in existence will automatically increase by a number of shares of Stock equal to the lesser of (a) 50,000,000 shares of Stock, and (b) the number of shares of Stock representing five percent (5%) percent of the fully diluted capitalization of the Company as of such date.

(b) Until the shares of Stock are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), a Participant will have only the rights of an unsecured creditor with respect to such Stock, and no right to vote or receive dividends or any other rights as a stockholder will exist with respect to such Stock.

(c) Shares of Stock to be delivered to a Participant under the Plan will be registered in the name of the Participant or in the name of the Participant and his or her spouse, as the Participant may elect.

14. Administration. The Plan will be administered by the Administrator, which Administrator will be constituted to comply with applicable law. The Administrator will have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to delegate ministerial duties to any of the Company's employees, to designate separate Offerings under the Plan, to designate Subsidiaries of the Company as Designated Subsidiaries, to determine eligibility, to adjudicate all disputed claims filed under the Plan and to establish such procedures that it deems necessary for the administration of the Plan (including, without limitation, to adopt such procedures and sub-plans as are necessary or appropriate to permit the participation in the Plan by employees who are foreign nationals or employed outside the U.S., the terms of which sub-plans may take precedence over other provisions of this Plan, with the exception of Section 13(a), and except to the extent that such terms would cause the Plan or any Offering to cease to satisfy the requirements of Section 423 of the Code, but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan will govern the operation of such sub-plan). Without limiting the generality of the foregoing, the Administrator is specifically authorized to adopt rules and procedures regarding eligibility to participate, the definition of Compensation, handling of Contributions, making of Contributions to the Plan (including, without limitation, in forms other than payroll deductions), establishment of bank or trust accounts to hold Contributions, payment of interest, conversion of local currency, obligations to pay payroll tax, determination of beneficiary designation requirements, withholding procedures and handling of stock certificates that vary with applicable local requirements. The Administrator also is authorized to determine that, to the extent permitted by

U.S. Treasury Regulation Section 1.423-2(f), the terms of an option granted under a sub-plan or an offering to citizens or residents of a non-U.S. jurisdiction under a sub-plan will be less favorable than the terms of options granted under the Plan or the same Offering to employees residing solely in the U.S. Every finding, decision, and determination made by the Administrator will, to the full extent permitted by law, be final and binding upon all parties.

15. Designation of Beneficiary.

(a) If permitted by the Administrator, a Participant may file a designation of a beneficiary who is to receive any shares of Stock and cash, if any, from the Participant's account under the Plan in the event of such Participant's death subsequent to an Exercise Date on which the option is exercised but prior to delivery to such Participant of such Stock and cash. In addition, if permitted by the Administrator, a Participant may file a designation of a beneficiary who is to receive any cash from the Participant's account under the Plan in the event of such Participant's death prior to exercise of the option. If a Participant is married and the designated beneficiary is not the spouse, spousal consent will be required for such designation to be effective.

(b) Such designation of beneficiary may be changed by the Participant at any time by notice in a form determined by the Administrator. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant's death, the Company will deliver such Stock and/or cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such Stock and/or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

(c) All beneficiary designations will be in such form and manner as the Administrator may designate from time to time. Notwithstanding Sections 15(a) and (b) above, the Company and/or the Administrator may decide not to permit such designations by Participants in non-U.S. jurisdictions to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f).

16. Transferability. Neither Contributions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive shares of Stock under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 15) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition will be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 10.

17. Use of Funds. The Company may use all Contributions received or held by it under the Plan for any corporate purpose, and the Company will not be obligated to segregate such Contributions. Until shares of Stock are issued, Participants will have only the rights of an unsecured creditor with respect to such Contributions and such Stock.

18. Reports. Individual accounts will be maintained for each Participant in the Plan. Statements of account will be given to participating Eligible Employees at least annually, which statements will set forth the amounts of Contributions, the Purchase Price, the number of shares of Stock purchased and the remaining cash balance, if any.

19. Adjustments, Dissolution, Liquidation, Merger, or Sale Event.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, amalgamation, consolidation, split-up, spin-off, combination, repurchase, or exchange of Stock or other securities of the Company, or other change in the corporate structure of the Company affecting the Stock occurs, the Administrator, in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will, in such manner as it may deem equitable, adjust the number and class of Stock that may be delivered under the Plan, the Purchase Price per share and the number of shares of Stock covered by each option under the Plan that has not yet been exercised, and the numerical limits of Sections 8 and 13.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, any Offering Period then in progress will be shortened by setting a New Exercise Date and will terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Administrator. The New Exercise Date will be before the date of the Company's proposed dissolution or liquidation. The Administrator will notify each Participant in writing or electronically, prior to the New Exercise Date, that the Exercise Date for the Participant's option has been changed to the New Exercise Date and that the Participant's option will be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 10.

(c) Sale Event. Upon the occurrence of a Sale Event, each outstanding option will be assumed or an equivalent option substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the Offering Period with respect to which such option relates will be shortened by setting a New Exercise Date on which such Offering Period will end. The New Exercise Date will occur before the date of the Company's proposed Sale Event. The Administrator will notify each Participant in writing or electronically prior to the New Exercise Date, that the Exercise Date for the Participant's option has been changed to the New Exercise Date and that the Participant's option will be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 10.

20. Amendment or Termination.

(a) The Administrator, in its sole discretion, may amend, suspend, or terminate the Plan, or any part thereof, at any time and for any reason. If the Plan is terminated, the Administrator, in its discretion, may elect to terminate all outstanding Offering Periods either immediately or upon completion of the purchase of shares of Stock on the next Exercise Date (which may be sooner than originally scheduled, if determined by the Administrator in its discretion), or may elect to permit Offering Periods to expire in accordance with their terms (and subject to any adjustment pursuant to Section 19). If the Offering Periods are terminated prior to expiration, all amounts then credited to Participants' accounts that have not been used to purchase shares of Stock will be returned to the Participants (without interest thereon, except as otherwise required under applicable law, as further set forth in Section 12) as soon as administratively practicable.

(b) Without stockholder consent and without limiting Section 20(a), the Administrator shall have the authority and the sole discretion to change the Offering Periods, designate separate Offerings, limit the frequency and/or number of changes in the amount withheld during an Offering Period, permit Contributions in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed Contribution elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Stock for each Participant properly correspond with Contribution amounts, and establish such other limitations or procedures as the Administrator determines in its sole discretion advisable that are consistent with the Plan.

(c) In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the Plan to reduce or eliminate such accounting consequence including, but not limited to:

(i) amending the Plan to conform with the safe harbor definition under the Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto), including with respect to an Offering Period underway at the time;

(ii) altering the Purchase Price for any Offering Period, including an Offering Period underway at the time of the change in Purchase Price;

(iii) shortening any Offering Period by setting a New Exercise Date, including an Offering Period underway at the time of the Administrator's action;

(iv) reducing the maximum percentage of Compensation a Participant may elect to set aside as Contributions; and

(v) reducing the maximum number of shares of Stock a Participant may purchase during any Offering Period.

Such modifications or amendments will not require stockholder approval or the consent of any Participants.

(d) Notwithstanding anything in this Section 20 of the Plan or elsewhere in this Plan to the contrary, (i) no amendment may increase the aggregate number of shares of Stock which may be issued under the Plan (other than an adjustment provided for in Section 19 of the Plan) unless it is approved by the stockholders of the Company within twelve (12) months of its adoption, and (ii) without approval of the Company's stockholders, this Plan may not be amended in any manner that would cause the Plan to no longer be an "employee stock purchase plan" within the meaning of Section 423(b) of the Code.

21. Notices. All notices or other communications by a Participant to the Company under or in connection with the Plan will be deemed to have been duly given when received in the form and manner specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

22. Conditions Upon Issuance of Stock. Shares of Stock will not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares of Stock pursuant thereto will comply with all applicable provisions of law, domestic or foreign, including, without limitation, the U.S. Securities Act of 1933, as amended, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares of Stock may then be listed, and will be further subject to the approval of counsel for the Company with respect to such compliance. As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares of Stock are being purchased only for investment and without any present intention to sell or distribute such shares of Stock if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

23. Section 409A. The Plan is exempt from the application of Section 409A and any ambiguities herein will be interpreted to so be exempt from Section 409A. In furtherance of the foregoing and notwithstanding any provision in the Plan to the contrary, if the Administrator determines that an option granted under the Plan may be subject to Section 409A or that any provision in the Plan would cause an option under the Plan to be subject to Section 409A, the Administrator may amend the terms of the Plan and/or of an outstanding option granted under the Plan, or take such other action the Administrator determines is necessary or appropriate, in each case, without the Participant's consent, to exempt any outstanding option or future option that may be granted under the Plan from or to allow any such options to comply with Section 409A, but only to the extent any such amendments or action by the Administrator would not violate Section 409A. Notwithstanding the foregoing, the Company will have no liability to a Participant or any other party if any option to purchase Stock under the Plan that is intended to be exempt from or compliant with Section 409A is not so exempt or compliant or for any action taken by the Administrator with respect thereto. The Company makes no representation that any option to purchase Stock under the Plan is compliant with Section 409A.

24. Term of Plan. The Plan will become effective on the Effective Date and, unless terminated earlier pursuant to Section 20, shall have a term of 10 years.

25. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under applicable law.

26. Governing Law. This Plan and all Awards and actions taken thereunder shall be governed by, and construed in accordance with, the laws of England and Wales.

27. No Right to Employment. Participation in the Plan by a Participant will not be construed as giving a Participant the right to be retained as an employee of the Company or a Subsidiary or affiliate of the Company, as applicable. Further, the Company or a Subsidiary or affiliate of the Company may terminate a Participant's employment at any time, free from any liability or any claim under the Plan.

28. Severability. If any provision of the Plan is or becomes or is deemed to be invalid, illegal, or unenforceable for any reason in any jurisdiction or as to any Participant, such invalidity, illegality or unenforceability will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as to such jurisdiction or Participant as if the invalid, illegal or unenforceable provision had not been included.

29. Compliance with Applicable Laws. The terms of this Plan are intended to comply with all applicable law and will be construed accordingly.

LumiraDx Limited 2021 Global Employee Stock Purchase Plan

(Sub-plan of the LumiraDx Limited 2021 Employee Stock Purchase Plan)

1. Purpose. This LumiraDx Limited 2021 Global Employee Stock Purchase Plan (this "Sub-Plan") is a sub-plan of the LumiraDx Limited 2021 Employee Stock Purchase Plan (the "U.S. Plan") and is intended to provide Eligible Employees (as defined in this Sub-Plan) of Designated Subsidiaries (as defined in this Sub-Plan) with an opportunity to acquire a proprietary interest in the Company through the purchase of shares of Stock.

The administration and operation of this Sub-Plan and all provisions of this Sub-Plan shall be governed by the U.S. Plan (as amended from time to time), except as expressly otherwise provided herein.

2. Definitions. The definitions provided in Section 2 of the U.S. Plan shall govern this Sub-Plan, except that the following terms shall have the meanings set out below in place of those set out in Section 2 of the U.S. Plan:

(a) "Designated Subsidiary" means each Subsidiary of the Company incorporated outside of the United States, unless otherwise provided by the Administrator from time to time in its sole discretion.

(b) "Eligible Employee" means any individual who is a common law employee providing services to the Company or a Designated Subsidiary who is located outside of the United States. Notwithstanding the foregoing or anything elsewhere in this Sub-Plan to the contrary, the Administrator may from time to time, in its discretion, determine prior to an Enrollment Date for any Offering that any one or more of the following categories of individuals will or will not be Eligible Employees for the purposes of such Offering or any future Offerings: common law employees of the Company or the Designated Subsidiaries providing services to the Company or the Designated Subsidiary who (i) have not completed a specified period of service since his or her last hire date, (ii) customarily work not more than a specified number of hours per week, (iii) customarily work not more than five (5) months per calendar year (or such lesser period of time as may be determined by the Administrator in its discretion), or (iv) are citizens or residents of a particular jurisdiction if participation in the Sub-Plan is prohibited under the laws of such jurisdiction or compliance with the laws of such jurisdiction would cause the U.S. Plan or Offering to violate the requirements of Section 423 of the Code. For purposes of this Sub-Plan, the employment relationship will be treated as continuing intact while the individual is on sick leave or other leave of absence that the Employer approves or is legally protected under applicable law. Where the period of leave exceeds three (3) months and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship will be deemed to have terminated on the date that is three (3) months and one (1) day following the commencement of such leave.

3. Eligibility.

For the purpose of applying the US$25,000 limit set forth in Section 3(c) (Limitations) of the U.S. Plan, in relation to Eligible Employees whose are paid in a currency other than U.S. dollars, the US$25,000 limit contained in this Section 3(c) will be converted into the relevant currency on the last day of each Offering Period, at such exchange rate as may be determined by the Administrator in its discretion, and the Administrator may in its absolute discretion increase the US$25,000 limit to take account of currency fluctuations.

4. Contributions. Section 6(f) (Contributions) of the U.S. Plan will be replaced with the following:

(f) At the time the option is exercised, in whole or in part, or at the time some or all of the Stock issued under the Plan is disposed of (or any other time that a taxable event related to the Plan occurs), the Participant must make adequate provision for the Company's or Employer's tax liability payable to any authority in any jurisdiction (including any liability to state, local or other taxes), national insurance, social security or other tax withholding obligations, if any, which arise upon the exercise of the option or the disposition of the Stock (or any other time that a taxable event related to the Plan occurs). At any time, the Company or the Employer may, but will not be obligated to, withhold from the Participant's compensation the amount necessary for the Company or the Employer to meet applicable withholding obligations, including any withholding required to make available to the Company or the Employer any tax deductions or benefits attributable to sale or early disposition of Stock by the Eligible Employee. In addition, the Company or the Employer may, but will not be obligated to, withhold from the proceeds of the sale of Stock or any other method of withholding the Company or the Employer deems appropriate.

5. New Section 6(g). The following new Section 6(g) will apply to this Sub-Plan:

(g) Contributions made in a currency other than U.S. dollars will be converted into U.S. dollars on such date or dates, and on such basis, as may be determined by the Administrator in its discretion, but no later than the Exercise Date of the Offering Period in respect of which such Contributions have been made.

6. Delivery

The penultimate sentence of Section 9(b) of the U.S. Plan (Delivery) (requiring Participants to give the Company notice of any disposition of any shares of Stock acquired pursuant to the exercise of an option) will not apply to this Sub-Plan.

7. Other Provisions

Except to the extent that any of the following would cause the U.S. Plan to cease to satisfy the requirements of Section 423 of the Code:

Section 23 of the U.S. Plan (Section 409A) will not apply to this Sub-Plan;

References in the U.S. Plan to certain actions and decisions being taken by the Administrator on a uniform and non-discriminatory basis will not apply to this Sub-Plan; and

References in the U.S. Plan to Section 423 of the Code and U.S. Treasury Regulation Section 1.423, and any restrictions on the operation of the U.S. Plan by reference to those provisions, will not apply to this Sub-Plan, and the provisions of this Sub-Plan will be construed accordingly.

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the shell company report on Form 20-F of our report dated April 20, 2021, with respect to the consolidated financial statements of LumiraDx Limited, which report appears in Amendment No.2 to the registration statement (No. 333-257745) on Form F-4 of LumiraDx Limited and to the reference to our firm under the heading “Statement by Experts” in the shell company report on Form 20-F.

/s/ KPMG LLP

London, United Kingdom
September 29, 2021

Exhibit 15.2

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Shell Company Report Form 20-F pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 of LumiraDx Limited of our report dated January 8, 2021, except for the second paragraph in Note 7 as to which the date is April 20, 2021, with respect to our audit of the financial statements of CA Healthcare Acquisition Corp. ("Company") as of December 31, 2020 for the period October 7, 2020 (inception) through December 31, 2020, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, which report appears in the Proxy Statement/Prospectus. We also consent to the reference to our Firm under the heading "Statement by Experts" in such Shell Company Report Form 20-F.

/s/ Marcum LLP

Marcum LLP
New York, NY
September 29, 2021